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SPECIFICATIONS

## DIVISION 1 - GENERAL REQUIREMENTS

**CITY OF CAMDEN**  
**ADVERTISEMENT OF BID**

BY VIRTUE of the power of the City of Camden, the Purchasing Agent is hereby authorized to receive electronic Bid Submissions on February 5, 2026 @ 11:00 a.m. via the City's E-Procurement Portal, Bids&Tenders. Only electronic bids shall be accepted for:

**BID #26-01**  
**2024 NJDOT ROAD PROGRAM**  
8<sup>TH</sup> STREET & VARIOUS STREETS  
PROJECT NO.: 115.CY00604.C01

This project is funded by FY2024 NJ DOT Municipal Aid

SPECIFICATIONS, Drawings, Contract Documents may be obtained via the City's Bidding System, Bids&Tenders at <https://camden.bidsandtenders.net/Module/Tenders/en>. Bids must be submitted electronically through this platform before the designated date and time of the opening. No Bidder may submit more than one bid. Any bid received after 11:00 am shall not be accepted in the Bids&Tenders system.

The City will open the bid at 11:00 am on February 5, 2026 in City Council Chambers, Second Floor, City Hall, 520 Market Street, Camden, New Jersey. Bidders can log in to their registered account at this time for the bid results.

Each bid must be accompanied by Certified Check, Cashier's Check or Bid Bond to the order of the City of Camden, in the amount equal to ten percent (10%) of the sum of the bid but not in excess of \$20,000.00 together with a non-collusion affidavit. Bid Bonds may be submitted electronically via a digital bond confirmation uploaded within the Bids&Tenders solicitation or paper bid bond uploaded in the document section within the Bids&Tenders solicitation. Paper bid bonds, certified checks or cashier's checks payable to the City of Camden may be mailed or dropped off in a sealed envelope bearing the name and address of the bidder and contract description on the outside to: Purchasing Agent C/O City Clerk, City of Camden City Hall, Room 105, Sixth and Market Streets, Camden, New Jersey. Regardless of the method of submission, bid bond must be received by Purchasing prior to the bid opening.

The Bidder to whom the City of Camden proposes to award the Contract will be required to furnish Performance, Maintenance and Payment Bonds and the necessary insurance certificates as prescribed in the specifications upon the execution of the Contract.

Bidders must submit complete and detailed specifications of the product or service, which Bidder proposes to supply.

The right to reject all bids pursuant to N.J.S.A. 40A:11-13.2 and to award the contract to the lowest responsive, responsible bidder in accordance with applicable law is expressly reserved by the authority of the City Council of the City of Camden.

In order to perform public work, the Successful Bidder and Subcontractors prior to contract award shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

The Bidder must produce current “Certificates of Registration” from the New Jersey Department of Labor and Workforce Development for itself and each of its subcontractors.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts as determined by the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11- 56.25 et seq.) and/or with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Bidders are also required to comply with the requirements of Affirmative Action Regulation of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and Affirmative Action Compliance NJAC 17:27-1 et seq.

Any questions concerning technical issues with the City’s Bids&Tenders electronic bidding system contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Lateefah Chandler  
Purchasing Agent  
January 22, 2026

## BIDDER'S CHECK LIST

Each bidder is reminded that every proposal must be submitted by the published date and time. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves only as a guide to bidders of the documents that are required to be submitted/uploaded with the bid.

Items submitted/uploaded with bid  
(Bidder's INITIALS)



- \_\_\_\_\_ 1. P.L. 1999 Chapter 238 N.J.S.A. 40A-11-16 – Proof of “Public Works Contractor Certificate of Registration” Bidder and Designated Subcontractors - Prior to award, but effective at time of bid\*\*
- \_\_\_\_\_ 2. \* **Bid Guarantee**
- \_\_\_\_\_ 3. \* **Bid Bond, Digital Bid Bond, Certified Check or Cashier's Check**
- \_\_\_\_\_ 4. \* **Certificate from a surety company (Consent of Surety)**
- \_\_\_\_\_ 5. \* **Statement of Ownership Disclosure**
- \_\_\_\_\_ 6. \* **Acknowledgment of Receipt of Notices, Revisions, or Addenda to the Advertisement or Bid Documents**
- \_\_\_\_\_ 7. Non-Collusion Affidavit\*\*
- \_\_\_\_\_ 8. Certification of Bidder Regarding Non-Discrimination\*\*
- \_\_\_\_\_ 9. Copy of N.J. Business Registration Certificate – Bidder\*\*
- \_\_\_\_\_ 10. Copy of N.J. Business Registration Certificate – Designated Subcontractor(s)\*\*
- \_\_\_\_\_ 11. Right to Extend Award\*
- \_\_\_\_\_ 12. Equipment Certification\*\*
- \_\_\_\_\_ 13. State of New Jersey Debarred List and Ethics Complaint Affidavit\*\*
- \_\_\_\_\_ 14. Federal Non-Debarment Certification\*\*
- \_\_\_\_\_ 15. Disclosure of Investment Activities in Iran\*\*

- \_\_\_\_ 16. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus \*\*
- \_\_\_\_ 17. Evidence of Insurance Certificate\*\*
- \_\_\_\_ 18. Lowest Bidder Prevailing Wage Certification\*\*

**The City prefers to have all of the requested documents submitted. However, items that are MANDATORY SUBMISSION with proposal are denoted with an \*. Items that are Mandatory Submission Before Contract Award are denoted with two \*\*.**

PRINT NAME OF BIDDER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE  
INDICATED AND RETURNED WITH ALL ITEMS**

## **SUBMISSION OF BIDS**

- A. Bidders may edit or withdraw their Bid Submission prior to the closing date and time. However, the bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing date and time. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days, except that bids of any bidders who consent thereto may, at the request of The City of Camden, be held for consideration if necessary for such longer period as may be agreed.
- B. Bidder shall complete and sign the Bidder's Checklist and include it in the bid submission. For construction bids, failure to submit the checklist may be a fatal defect and cause the bid to be rejected. This document serves as a guide to bidders of the documents that are required to be uploaded within the City's Bids&Tenders Bidding System.
- C. All prices and amounts must be provided for in the Bid Proposal Form in the City's Bids&Tenders Bidding System. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications or irregularities of any kind may be rejected by the City in accordance with applicable law.
- D. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder and be signed by an authorized representative. Bids by partnerships or limited liability companies (LLC) must furnish the full name of all partners/members and must be signed in the partnership/LLC name by one of the members of the partnership/LLC or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the state in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. Bids by sole-proprietorship shall be signed by the proprietor. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- E. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully

prepaid by the contractor F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- F. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- G. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation;
  - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty;
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant;
  - Bidders should consult the statutes or legal counsel for further information

## **I. BID SECURITY**

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

### **A. (X) BID GUARANTEE**

Bidder shall submit with the bid a digital bid bond in the amount of ten percent (10%) of the total price bid, but not to excess of \$20,000.00 payable unconditionally to the City. When submitting a Digital Bid Bond, it shall contain valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents for the full amount of Bid Bond from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City. The bond of the unsuccessful bidder(s) shall be voided as prescribed by law. The bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or

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

**Failure to submit this shall be cause for rejection of the bid.**

B. (X) CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents for the full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance and Payment Bonds in the full amount of the bid.

This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

**Failure to submit this shall be cause for rejection of the bid**

C. (X) PERFORMANCE BOND

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

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

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

D. (X) LABOR AND MATERIAL (PAYMENT) BOND

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

**Failure to deliver this with the performance bond shall be cause for declaring the contract null and void.**

E. (X) MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of one hundred percent (100%) guaranteeing against defective quality of work or materials for the period of:

2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City.

**The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey, N.J.S.A. 17:31-5.**

## II. SUBMISSION REQUIREMENTS

The City will open the bid per information provided on the cover page in City Council Chambers, Second Floor, City Hall, 520 Market Street, Camden, New Jersey. Bidders can log in to their registered account at this time for the bid results.

## III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.

Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied documents. Respondents are urged to create a Bidding System Vendor account and register as a Plan taker for the bid opportunity.

- B. Bidders are expected to examine the specifications and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event, the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

- C. Exceptions to Specifications

If the bidder's specifications for furnishing products or equipment are in any respect not the equivalent of the detailed City specifications, this discrepancy must specifically be called to the attention of the City in the bidder's proposal.

The City shall review the exceptions, if any, as noted and the reasons for those exceptions, and reserve the right to either reject or accept the exceptions and reasons as noted, if it proves to be in the best interest of the City to do so.

- D. No oral interpretation of the meaning of the specifications will be made to any bidder. Questions related to this bid are to be submitted to the Purchasing Representative through the Bidding System only by clicking on the "Submit a Question" button for this specific bid opportunity. In order to be given consideration, written requests for interpretation must be received by the date specified in the bid opportunity. Any and all such interpretations and any supplemental instructions may be in the form of a written addenda to the specifications, and will be distributed to all prospective bidders, in

accordance with N.J.S.A. 40A:11-23c-2.3. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment along with completing and uploading the “Acknowledgment of Receipt of Notices, Revisions, or Addenda to the Advertisement or Bid Documents” provided herein. The City's interpretations or corrections thereof shall be final.

It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at <https://camden.bidsandtenders.net> prior to submitting their Bid and up until the Bid closing time and date in the event additional addendum are issued.

If a Bidder submits their Bid prior to the Bid closing time and date and an addenda have been issued, the Bidding System shall WITHDRAW the Bid submission and the Bid status will change to an INCOMPLETE STATUS and Withdraw the Bid. Bidders can view the status change in the “MY BIDS” section of the Bidding System.

The Bidder is solely responsible to:

- Make required adjustments to their Bid; and
- Acknowledge the addenda; and
- Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

#### E. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event, there is an error of the summation of the extended totals; the computation by the City of the extended totals shall govern.
3. In the event that there is a discrepancy between the advertisement, as published, the e-procurement platform, and the City supplied bid documents, the bid documents shall govern.

#### F. Recommended Pre-Bid Conference

If applicable, as stated in the advertisement for bid. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

**V. BRAND NAMES, PATENTS & STANDARDS OF QUALITY**

- A. Brand names and/or descriptions used in this are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Materials may be rejected by the City if they do not comply with specifications or if they for any reason bear evidence of poor workmanship, poor quality, or damage.

It is the responsibility of the bidder to demonstrate the equivalency of an item(s) offered. The City reserves the right to evaluate equivalency of an item(s), which in its deliberations meets its requirements. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. Vendor's literatures WILL NOT suffice in explaining exceptions to these specifications.

In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- B. In submitting its bid, the bidders certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense defend any and all actions or suits charging such infringement and will save the City harmless from any damages resulting from such infringement.
- C. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.
- D. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the City may solicit the goods and/or services from any respondent of this contract.

## **VI. INSURANCE & INDEMNIFICATION**

- A. Insurance Requirements
- B. Certificates of the Required Insurance

Certificates as listed above shall be submitted prior to or along with the contract as evidence covering insurance amounts listed in the City of Camden’s Certificate of Insurance Guidelines 2025. All insurance shall be maintained in force during the life of this contract by the bidder. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the *City of Camden, all elected and appointed officials, employees, and volunteers* as additional insured. It must be an insurer with a Best’s rating of no less than “A” indicated compliance with the required coverages. The bidder/vendor must notify the City of Camden immediately of any material change in insurance coverage such as changes in limits, coverages, status of policy, etc. The City of Camden reserves the right to require complete copies of insurance policies and/or change insurance limits at all times. Certificates for Worker's Compensation and Employer's Liability Insurance shall also be submitted.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as additional insured

The SERVICE PROVIDER shall provide, at its own cost and expense, proof of the following insurance to the City of Camden as stipulated in **Section G 5.3 Supplementary Conditions - Compensation & Liability Insurance.**

- C. Indemnification

Successful bidder will indemnify and hold harmless the City of Camden, all elected and appointed officials, employees, and volunteers from all claims, suits or actions and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement; the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract

D. Additional Insured Status

The City of Camden, all elected and appointed officials, employees, and volunteers shall be listed as additional insured for liability arising out of activities performed by or on behalf of the bidder/vendor. This can be achieved by providing: The following language on the face of the insurance certificate *“The City of Camden, all elected and appointed officials, employees, and volunteers is included as additional insured”* or Provide the City with a copy of the Additional Insured Board Endorsement Form.

## VII. PREPARATION OF BIDS

- A. The City is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the actual amount ordered differs than that submitted for bidding. The City reserves the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10.

### **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

## VIII. STATUTORY AND OTHER REQUIREMENTS

### A. Prompt Payment of Construction and Goods and Services Contracts

N.J.S.A. 2A:30A-2 (P.L. 2006, c.96) known as the “Prompt Payment” Law, Chapter 96 establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors.

N.J.S.A. 40A:11-19.1 (P.L. 2018, c.127) establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL)

### B. Compliance with Laws

Any contract entered into between the contractor and the City must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

In addition, the contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

### C. Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the City may solicit the goods and/or services from any respondent of this contract.

D. Non-Allocation of Funding Termination

Each calendar year payment obligation of the City is conditioned upon the availability of City funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the City at the end of any particular fiscal year may terminate such services. The City will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the City to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

E. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance Audit Unit and/or Department of Labor & Workforce Development provided below. The contract will include the language included as Exhibit A and/or Exhibit B in this specification.

1. Goods, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA-201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

### 3. Construction & Demolition Contracts

All signs shall be removed at the time the job is completed. This requirement is a condition precedent to receipt of final payment.

### 4. Construction Requirements

Contractor shall fulfill all requirements imposed by the State of New Jersey and Federal governments on expenditures, grants, and other uses of money derived by the CITY from the State of New Jersey and the Federal governments. The contractor shall comply with all applicable laws, ordinances, and codes of the City of Camden.

#### F. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and by submitting a bid through the City's Bidding System agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the City harmless.

#### G. New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees, by submitting a bid through the City's Bidding System, not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

#### H. Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25, et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing

Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor is then required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payroll records in the form set forth in N.J.A.C. 12:60-6.1(c), It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Wage & Hour Compliance.

N.J.S.A. 34:11-56.27 requires a contractor submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. If the bidder does not provide the certification prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder. N.J.S.A. 34:11-56.27 requires that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises.

**The current Camden County prevailing wage rate(s) to be utilized can be found at the following website:**

<https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>

I. Statement of Ownership

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent (10%) or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability companies, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

J. NJ Election Law Enforcement Commission (ELEC)

Contractors are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) pursuant to N.J.S.A. 19:44A-20.26-20.27 (P.L. 2005, c.271, s.3) if a Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is a Contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

- K. The New Jersey Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.)

The manufacturer or supplier of a chemical substance or mixture shall label them in accordance with N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq. All direct use containers shall bear a label indicating the chemical name(s), and the Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. Further all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet -- must be furnished. All containers which are stored on site or in a City facility by the contractor or subcontractor shall display RTK labeling. Any questions regarding labeling, contact NJ Department of Health EOHAP.

- L. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal via the City's Bidding System.

- M. Proof of Business Registration

All New Jersey and out of state business organizations **must provide** a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue and Enterprise Services, **prior to the time of contract award**. However, the City suggests uploading this certificate via the City's Bidding System.

- N. The Public Works Contractor Registration Act

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal **shall possess a certificate at the time the bid proposal is submitted**. After bid, proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job. No contractor/subcontractor will be permitted to bid on or engage in any

contract for public work, as defined in N.J.S.A. 34:11-56.25 et. seq. unless that contractor/subcontractor is registered with the NJDOL. It applies to contractors/subcontractors based in New Jersey or in another state. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirement.

Therefore, all contractors are required to be registered and should submit a copy of their New Jersey Department of Labor & Workforce Development Public Works Contractor "Registration Certificate" with their bid. Any contractor not in possession of such a certificate will not be permitted to bid or engage in a contract.

The following link provides a list of firms and individuals that have been debarred in accordance with the provisions of the New Jersey Prevailing Wage Act from engaging in or bidding on Public Works Contracts in New Jersey. Ensure neither your company nor your subcontractors are on this list:

<https://www.nj.gov/labor/wageandhour/registration-permits/register/debarmentlist.shtml>

O. Workplace Accountability in Labor List (WALL)

N.J.S.A. 34:1A-1.16(a)), any "person" in violation of State wage, benefit and tax laws, and with outstanding liabilities to NJDOL, may be named on the WALL. The law defines "person" as "any natural person, company corporate officer or principal, firm, association, corporation, contractor, subcontractor or other entity engaged in contracting." The WALL is a list on NJDOL's website of businesses that have been found in violation of New Jersey State wage, benefit and tax laws and have outstanding liabilities to NJDOL under a final order/judgment. **Any business whose name appears on the WALL is prohibited from public contracting.**

Ensure neither your company nor your subcontractors are on this list:

<https://www.nj.gov/labor/ea/osec/wall.shtml>

P. Listing of Subcontractors

P.L 1997, c408 that amended the Local Public Contracts Law at N.J.S.A. 40A-11-16. The amendment established a requirement relating to the

submission of construction bids, when the single prime contracting model is used, i.e., where all the work and materials required to complete the project are to be included in a single overall contract.

The law requires that, for single prime contracting bids, bidders that propose using more than one subcontractor for any of the four specialized “sub-prime” categories must submit a certificate with their bids listing each subcontractor named in the bid for that category. Specifically, “the certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract.”

Q. Maintenance of Documents

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

Pursuant to N.J.A.C. 19:70-1.6(b), the contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

R. Open Public Records Act (OPRA)

All documents/information, except for OPRA’s Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

S. Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 40A:11-2.1; N.J.S.A. 52:32-58 any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders

must review this List prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

T. **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**IX. RESERVATION OF CITY COUNCIL**

The City Council will award the contract to the lowest responsible, responsive bidder, but reserves the right to reject any or all proposals and to waive any immaterial informality as may be permitted by law.

**X. METHOD OF AWARD**

- A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The City may award the work on the basis of the Base Bid, combined with such Options/Alternates as selected, until a net amount is reached which is within the funds available.

- C. If the award is to be made on the basis of Base Bids only, it will be made to the responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options/Alternates, it will be made to that responsible bidder whose net bid on such combination is the lowest.
- D. The City may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.
- E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City. Intentions of this nature must be spelled out in detail with the subject bid - Note this under exceptions.
- F. Pursuant to N.J.S.A. 40a:11-6.1(d), in the event of a tie in all aspects of bids, The City will award to the vendor whose response is most advantageous, price and other factors considered.

## **XI. REJECTION OF BID**

- A. All bids pursuant to N.J.S.A. 40A:11-13.2
- B. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

- C. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names or an agent representing competing bidders shall not be considered.

- D. Unbalanced Bids

Bids, which are obviously unbalanced, may be rejected.

- E. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, may be rejected.

F. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 10 days, Sunday and holidays excepted, the City may then, at its option, accept the bid of the next lowest responsible bidder.

## **XII. TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. The City may terminate this contract at its convenience at any time by giving written notice to contractor of such termination and specifying the effective date thereof at least seven days before the effective date of such termination. In the event, all finished or unfinished materials prepared under this agreement shall at the option of the City become its property.

In the event of termination for the convenience of the City, contractor shall be paid in accordance with the amount expended in performing its services, and for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

C. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.

D. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed

or goods supplied arising out of the lawful termination of the contract by the City under this provision.

- E. In case of default by the successful bidder, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- F. Continuation of the terms of this contract beyond the calendar year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.
- G. All contracts and agreements entered into by the qualified municipality during the rehabilitation term pursuant to P.L.2002, c.43 (C.52:27BBB-1 et al.) shall contain provisions stating that the City may upon 30 days' notice, terminate the contract or agreement for any reason without payment of penalty or damages.

CITY OF CAMDEN

**CONSENT OF SURETY**

TO: \_\_\_\_\_  
(OWNER)

RE: \_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(PROJECT DESCRIPTION)

This is to certify that the \_\_\_\_\_  
(Surety Company)

Will provide to \_\_\_\_\_ a Performance Bond  
(Owner)

In the full amount of awarded contract along with any other applicable bonds, in the event that said contractor is awarded a contract for the above noted project.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

***CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.***

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

#### CONSTRUCTION CONTRACTS ONLY

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its

## **EXHIBIT B (Cont.)**

discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

## **EXHIBIT B (Cont.)**

- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

## EXHIBIT B (Cont.)

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD,

Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re

## **EXHIBIT B** (*Cont.*)

requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **AMERICANS WITH DISABILITIES ACT OF 1990**

### **Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER 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 OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, 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 any pay any and all charges for legal services and any 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 OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER 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 grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the OWNER 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 OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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

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

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

## NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

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

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

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

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

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor. (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance. (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF CAMDEN – EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE**

The following information is necessary for the City of Camden to evaluate its hiring/RFP practices and to prepare reports required by law for the State and Federal Government. This form will not accompany the application. The information contained will be confidential and will **NOT** be used to make a decision about your employment.

POSITION/RFP APPLIED FOR: \_\_\_\_\_

CHECK GENDER:            MALE \_\_\_\_\_ FEMALE: \_\_\_\_\_

CHECK ETHNIC GROUP:            WHITE \_\_\_\_\_ BLACK \_\_\_\_\_ HISPANIC \_\_\_\_\_

                                 AMERICAN INDIAN/ALASKAN NATIVE \_\_\_\_\_ ASIAN/PACIFIC ISLANDER \_\_\_\_\_

MINORITY STATUS:            MBE \_\_\_\_\_ WMBE \_\_\_\_\_

The City of Camden is an Equal Opportunity Employer, does not discriminate on the basis of disabilities and is committed to providing reasonable accommodations.

PLEASE INDICATE ANY DISABILITIES YOU MAY HAVE:

Physical (Specify) \_\_\_\_\_

Mental (Specify) \_\_\_\_\_

If you have a disability requiring reasonable accommodation during the selection process, please inform Personnel (Employment) at (856) 757-7414 Purchasing Bureau(RFP's/Bids) at (856) 757-7159 at the time you are invited for an interview or bid opening.

HOW DID YOU LEARN OF THIS OPPORTUNITY?

Friend \_\_\_\_\_ Personal Inquiry \_\_\_\_\_ Courier Post \_\_\_\_\_ Star Ledger \_\_\_\_\_ Referral Service (Specify) \_\_\_\_\_

Dodge Report \_\_\_\_\_ Posted Bulletin (Where) \_\_\_\_\_ Internet (Specify Website) \_\_\_\_\_

Other (Specify) \_\_\_\_\_ Professional Publication (Specify) \_\_\_\_\_

**VETERAN'S PREFERENCE PROGRAM**

This program provides that in the event that a veteran has qualifications identical to those possessed by another applicant, based upon the veteran's and the other applicant's examinations, interviews, experience, education, training and work history, at the time of appointment, the City shall grant preference to the veteran.

The City of Camden defines **Veteran** using Government Code section 18973.

A Veteran means any person who has served full time for 30 days or more in the armed forces in time of war or in time of peace in a campaign or expedition for service in which a medal has been authorized by the government of the United States, or during the period September 16, 1940 to January 31, 1955, or who has served at least 181 consecutive days since January 31, 1955, and who served only in auxiliary or reserve components of the armed forces whose service therein did not exempt him or her from the operation of the Selective Training and Service Alert of 1940.

***Based on the definition provided, are you a veteran of the United States Service?***

\_\_\_\_\_ YES            \_\_\_\_\_ NO

NAME: \_\_\_\_\_ DATE \_\_\_\_\_

The information obtained from this form assist the City of Camden in preparing reports required by law for the State and Federal government. The information contained will be confidential and will only be used in the final decision-making process regarding employment.

AN ACT concerning disclosure of those holding interest in certain business organizations bidding for public contracts and amending P.L. 1977, c.33.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

1. No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of**

**Organization:** \_\_\_\_\_

**Organization**

**Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City of Camden to notify the City of Camden in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT  
*(N.J.S.A. 52:34-15)*

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_ ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title of Position) (Name of Firm)

\_\_\_\_\_ the bidder making the Proposal for the bid proposal entitled  
\_\_\_\_\_, and that I executed the said proposal with full authority to  
(Title of Bid Proposal)

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 \_\_\_\_\_ relies upon the truth of the statements contained in this  
(Name of Contracting Unit)  
proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to  
before me this day  
\_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ 20\_\_\_\_

In accordance with the law against discrimination of the State of New Jersey N.J.S.A. 10:2-1 et., seq., a certification regarding non discrimination in employment on public contracts is required of bidders or prospective contractors and their proposed is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION

I, \_\_\_\_\_ certify that:

(a) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, I, nor any person acting on my behalf, shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:

(b) I, nor any person on my behalf shall, in any manner discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies, or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status or sex;

(c) I acknowledge that there may be deducted from the amount payable to the contractor by the City of Camden, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

(d) That this contract may be canceled or terminated by the City of Camden and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the City of Camden of any prior violation of this section of the contract.

\_\_\_\_\_  
Name of contractor or subcontractor (PLEASE TYPE)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **Restrictions on Certain Contracts**

You are hereby notified that the City is procuring and awarding this contract. The City of Camden operates under an annual Transitional Aid to Localities Program Memorandum of Understanding (“MOU”) with the State of New Jersey Department of Community Affairs, Division of Local Government Services (“DLGS”), as duly approved by the City Council of the City of Camden on an annual basis. Under the MOU, the City must obtain the written approval of the Director of the DLGS (“DLGS Director”) with respect to certain contracts. The City must also obtain the DLGS Director’s written approval for the hiring of consultants and professionals, either directly or knowingly through a sub-contract, regardless of cost. Contract renewals must also be approved by the DLGS Director in writing.

Additionally, pursuant to the Municipal Rehabilitation and Economic Recovery Act, N.J.S.A. 52:27BBB-1, et seq. (“MRERA”), the State Commissioner of Community Affairs has full authorization to veto any City resolution awarding, amending or renewing a City contract.

**This Contract shall be fully subject to the aforementioned MOU and MRERA provisions.**

BIDDER'S ACKNOWLEDGEMENT OF RECEIPT  
OF  
NOTICES, REVISIONS OR ADDENDA  
TO  
THE ADVERTISEMENT OR BID DOCUMENTS

The undersigned bidder hereby acknowledges receipt of the following Notices, Revisions or Addenda to the Advertisement or Bid Documents:

<u>Notice, Revision or Addendum No.</u>	<u>Date of Notice, Revision or Addendum</u>

**NO NOTICES, REVISIONS AND/OR ADDENDA RECEIVED**

Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in this document shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Owner.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

Date: \_\_\_\_\_

# CITY OF CAMDEN

## RIGHT TO EXTEND - TIME FOR AWARD

The City of Camden is required by The Local Public Contracts Law, N.J.S.A. 40A:11-24, to make an award on products or service within sixty (60) days of the bid opening date.

Should the City of Camden require an additional sixty (60) days extension to make an award of this bid, by signing this document you shall grant the City of Camden, NJ the right to extend this award up to one hundred twenty (120) days, if deemed necessary.

SIGNED: \_\_\_\_\_  
(SIGNATURE)

TITLE: \_\_\_\_\_  
(PRINTED OR TYPED)

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

TYPE OF PRODUCT OR SERVICE OFFERED:

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**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications:

Yes \_\_\_\_\_ or \*No \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

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

Date: \_\_\_\_\_

\*If No, please provide details on a separate sheet of paper

**STATE OF NEW JERSEY DEBARRED LIST AND  
ETHICS COMPLAINT AFFIDAVIT**

**STATE OF NEW JERSEY:**

SS

**COUNTY OF** \_\_\_\_\_ (Print County):

I, \_\_\_\_\_ (print Bidder's corporate officer's name), the duly authorized representative of \_\_\_\_\_ (print Bidder's corporate name), with a business address at \_\_\_\_\_ (print Bidder's corporate office address) in the County of \_\_\_\_\_ (print Bidder's county), and the State of \_\_\_\_\_ (print Bidder's state) being of full age and duly sworn according to law upon my oath, depose and say

1. I am an officer of the above firm, the Bidder, making the proposal for the \_\_\_\_\_ (insert project description) work; and
2. I executed the proposal with full authority from said Bidder to do so; and
3. Bidder, at the time of making of its proposal, **is not included** on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or any other similar state list, as a result of action by any state agency (including that of other states); and
4. Bidder **does not** have any current formal ethics complaint against it or any other action pending with any state agency (including that of other states), including, without limitation, being subject to an investigation; charged; found non-compliant; voluntarily excluded; or determined ineligible..

I hereby acknowledge on behalf of the Bidder that the aforesaid statements are made with the full knowledge that the City of Camden, as the owner, 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 aforesaid work.

I, on behalf of the Bidder, further warrant that after bid submissions or during the contract term should the above firm's status change with regards to statements 3 and 4 above, I or another authorized officer of the Bidder shall immediately notify the City of Camden of such change.

\* \* \*

**I HEREBY CERTIFY** the foregoing statements c made by me are true. I acknowledge that if same are willfully false, I am subject to punishment pursuant to law.

**BIDDER:**

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Representative's Signature

Print Name: \_\_\_\_\_

Print Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_20\_\_\_\_

**CERTIFICATION OF NON-DEBARMENT  
FOR FEDERAL GOVERNMENT CONTRACTS**  
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

<b>PART I: VENDOR INFORMATION</b>	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)   
 Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
 Limited Liability Company (LLC)   
 Partnership  
 Limited Partnership                     
 Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Camden to notify the City of Camden in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award City of Camden to notify the City of Camden in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Business Address

**\*\*Add additional sheets if necessary\*\***

**OR**

<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
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**Section B (skip if no business entities are listed in Section A of Part IV)**

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>	<b>Business Address</b>		
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Camden to notify the City of Camden in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

# **Disclosure of Investment Activities in Iran**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**BID SOLICITATION # AND TITLE:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

Pursuant to N.J.S.A 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of Treasury’s Chapter 25 List as a person or entity engaging in investment activities in Iran. The Chapter 25 List is found on the New Jersey Treasury’s Division of Purchase and Property website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this List prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, and/or declaring the party in default and seeking debarment or suspension of the party entity.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L.2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries or affiliates is listed on the New Jersey Department of Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

**OR**

I am unable to certify as above because the Vendor/Bidder and/or any or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/Bidder	_____
Description of Activities	_____
	_____
Duration of Engagement	_____
Anticipated Cessation Date	_____
<i>*Attach Additional Sheets if Necessary</i>	

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Camden is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City of Camden to notify the City of Camden in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the City of Camden, permitting the City of Camden to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**LOWEST BIDDER PREVAILING WAGE CERTIFICATION**

In the matter of an award of a contract for public work for a project described as: ) STATE OF NEW JERSEY ) DEPARTMENT OF LABOR AND ) WORKFORCE DEVELOPMENT ) DIVISION OF )

[Enter project name] ) WAGE & HOUR COMPLIANCE ) ) ) ) Certification of Lowest Bidder

\_\_\_\_\_, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named \_\_\_\_\_, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number \_\_\_\_\_.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

## CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

*(Check the Appropriate Box)*

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#)
- OR
- B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#)
- OR
- C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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Signature of Vendor’s Authorized Representative	Date
Print Name and Title of Vendor’s Authorized Representative	Vendor’s FEIN
Vendor’s Name	Vendor’s Phone Number
Vendor’s Address (Street Address)	Vendor’s Fax Number
Vendor’s Address (City/State/Zip Code)	Vendor’s Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

**NJ PREVAILING WAGE RATES**

**CAMDEN COUNTY**



STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

### PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

#### Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information :

**W** = Wage Rate per Hour                      **B** = Fringe Benefit Rate per Hour\*                      **T** = Total Rate per Hour

\* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

#### Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

## Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/07/25
Journeyman (Mechanic)	W46.23 B31.42 T77.65

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
Wage and Bene	40%	50%	60%	70%	80%	Bene = %	of Jnymn	Bene		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Boilermaker**

**PREVAILING WAGE RATE**

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

**Craft: Boilermaker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

**Craft: Boilermaker**

**COMMENTS/NOTES**

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	05/13/25
Deputy Foreman	W52.60 B38.68 T91.28
Foreman	W57.35 B38.68 T96.03
Journeyman	W49.60 B38.68 T88.28

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 months										
Benefits	4.66	5.83	6.41	6.99	25.90	27.73	29.57	31.38		

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

**OVERTIME:**

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Carpenter**

**PREVAILING WAGE RATE**

	06/03/25
Foreman	W66.03 B39.70 T105.73
General Foreman	W74.65 B44.81 T119.46
Journeyman	W57.42 B34.60 T92.02

**Craft: Carpenter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage	for all	intervals	+ \$0.58			

**Ratio of Apprentices to Journeymen - 1:3**

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

**Craft: Carpenter**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL      PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits    59.25% of apprentice wage rate for all intervals + \$0.58

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.
- When there are 36 or more Carpenters on a job, there shall be 1 General Foreman and 2 Foremen. Thereafter, an additional Foreman shall be required for each additional 10 Carpenters on a job.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/01/25
Foreman	W66.03 B39.62 T105.65
Journeyman	W57.42 B34.52 T91.94

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage	for all	intervals	+ \$0.50			

**Ratio of Apprentices to Journeymen - \***

\* Ratio is 1 apprentice to 2 journeymen. No more than 3 apprentices may be on any 1 project.

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL      PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits   59.25% of apprentice wage rate for all intervals + \$0.50.

**FOREMAN REQUIREMENTS:**

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

County - CAMDEN

**Craft: Cement Mason**                      **PREVAILING WAGE RATE**

See " Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**                      **COMMENTS/NOTES**

\*\*\*See " Bricklayer, Stone Mason" Rates

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

	05/01/25
Foreman	W50.11 B31.61 T81.72
General Foreman	W54.66 B31.61 T86.27
Journeyman	W45.55 B31.61 T77.16

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	9.84	9.84	12.55	12.55	13.65	13.65	16.55	16.55		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Commercial Painter**

**COMMENTS/NOTES**

\* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

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Veterans' Day, Thanksgiving Day, Christmas Day.

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PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Diver                      PREVAILING WAGE RATE**

	05/01/25
Diver	W60.31 B45.12 T105.43
Tender	W48.25 B45.12 T93.37

**Craft: Diver                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	70%	75%	80%	85%						
Benefits	32.48	33.60	34.72	35.85						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Diver                      COMMENTS/NOTES**

NOTE: All dive crews must consist of a Tender, a Diver, and a Standby Diver (Standby Diver is the same rate as a Diver).

- Diver- will perform all Dive related tasks at hand.
- Tender- will provide Tending support to the in water Diver and who may also be designated as a Standby Diver .

Diving in Contaminated Water (including, but not limited to, radioactively contaminated water, sewer effluent combined sanitary and storm sewers, or any environment known to be harmful to those with skin contact): Shall receive an additional 20% of the hourly rate.

**OVERTIME:**

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceeding Friday and Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

	05/01/25
Foreman	W57.90 B45.12 T103.02
Journeyman	W48.25 B45.12 T93.37

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1500 hours	40%	50%	65%	80%						
Benefits	26.02	28.27	31.46	34.78						

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Dockbuilder/Pile Driver**

**COMMENTS/NOTES**

NOTE: The following shall be required for type of work indicated-

- There shall be one foreman and four journeymen on all land pile driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen on self-contained hydraulic driving rigs. As part of the crew, one may be an apprentice.
- There shall be one foreman and two journeymen when driving sheeting with an excavator. As part of the crew, one may be an apprentice.
- When utilizing a drill rig to install Auger cast piles there shall be one foreman and two journeymen. As part of the crew, one may be an apprentice.
- There shall be one journeyman on drilled or bored soldier piles.
- There shall be not less than one journeyman per rig on all drilled shaft and caissons.
- There shall be not less than one journeyman per rig on all earth retention tie-back and anchors.

Creosote Handling:

- May 1st to Sept. 30th: + \$0.50 above hourly rate
- Oct. 1st to April 30th: + \$0.25 above hourly rate

Hazardous Material Work:

- On hazardous material work on a state or federally designated hazardous work site where the worker is required to wear Level A, B or C personal protection, the worker shall receive an additional 20% of the hourly rate, per hour.
- A Dockbuilder/Pile Driver working on a hazardous waste removal project, or site requiring hazardous waste related certification, but who is not working in a zone requiring level A, B or C personal protection, shall receive the hourly rate plus an additional \$1.00 per hour. This type of work does not include the handling of creosote or CCA materials; coated materials such as bitumastic, or galvanized; painted materials or any products designed to be used in the industry.

FOREMAN REQUIREMENTS:

- When there are 3 or more Dockbuilders/Pile Drivers on a job, 1 shall be designated as a Foreman.

SHIFT WORK:

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- Shift work pertains to both land and water work.
- When a 2 shift schedule (including a day shift) is established, the first shift shall start between 5:00 am and 8:00 am and work for 7 and one-half hours and receive 8 hours pay. The second shift shall start when the first shift ends and shall work for 7 and one-half hours and receive 8 hours pay.
- When a three shift schedule is established, all shifts shall work 7 and one-half hours and receive 8 hours pay.
- When there is no day shift, and a second or third shift is established, a worker shall be paid at time and one-half of the hourly rate.

**OVERTIME:**

- The first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 per day on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceeding Friday and Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/13/25
Foreman	W49.36 B31.65 T81.01
General Foreman	W51.60 B31.65 T83.25
Journeyman	W44.87 B31.65 T76.52

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.44	29.17	35.90	40.38						
Benefits	17.98	17.98	17.98	17.98						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Electrician                      PREVAILING WAGE RATE**

	12/18/25
Asst. General Foreman	W68.80 B60.51 T129.31
Foreman	W64.21 B56.93 T121.14
General Foreman	W74.53 B65.00 T139.53
Journeyman, Cable Splicer	W57.33 B51.54 T108.87
Lead Foreman	W65.93 B58.28 T124.21
Working Foreman, Welder, Crane Operator (all types)	W60.20 B53.79 T113.99

**Craft: Electrician                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	17.20	21.70	24.40	28.63	32.87					
Benefits	9.19	10.67	11.56	12.96	14.36					

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician                      COMMENTS/NOTES**

- THESE RATES ALSO APPLY TO THE FOLLOWING:
- All fire and burglar alarm work.
  - All fiber optic work.
  - Teledata work in new construction (including additions).
  - Teledata work involving 16 or more instruments or voice/data lines.
  - All camera installations.

Height Work: 40 feet above ground/floor: +10% of the wage and benefit amount.

FOREMAN REQUIREMENTS (number of Electricians on site):  
 (2 to 10) - a Working Foreman; (11 to 22) - a Foreman; (23 to 44) - a Lead Foreman; (35 to 48) - an Assistant General Foreman; (49 or more) - a General Foreman.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

**OVERTIME:**

The first 4 hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and the first 8 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**PREVAILING WAGE RATE**

	09/18/24
Master Technician/Gen. Foreman (31+ Workers on Job)	W52.80 B39.65 T92.45
Senior Technician/Lead Foreman (21-30 Workers on Job)	W48.25 B38.15 T86.40
Technician A/Foreman (11-20 Workers on Job)	W46.14 B37.46 T83.60
Technician B/Working Foreman (4-10 Workers on Job)	W44.89 B36.05 T80.94
Technician C/Journeyman (1-3 Workers on Job)	W41.00 B33.77 T74.77

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	17.26	17.26	20.54	20.54	25.48	25.48	30.02	30.02		
Benefits	9.85	9.85	10.82	10.82	12.77	12.77	15.12	15.12		

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**COMMENTS/NOTES**

NOTES: These rates are for service, maintenance, moves and/or changes affecting 15 voice/data lines or less. These rates may NOT be used for any new construction or fiber optic work.

**FOREMAN REQUIREMENTS:**

The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK: Any work performed 40 feet above ground or floor: +10% of the wage and benefit amount.

**SHIFT DIFFERENTIAL:**

- 2nd Shift (4:30 PM to 12:30 AM) - 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) - 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

County - CAMDEN

**Craft: Electrician - Teledata (16 Instruments & More)**

**PREVAILING WAGE RATE**

See "Electrician" Rates

**Craft: Electrician - Teledata (16 Instruments & More)**

**COMMENTS/NOTES**

\*\*\*See ELECTRICIAN Rates\*\*\*

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	09/29/25
Assistant General Foreman	W68.80 B60.48 T129.28
Foreman	W64.21 B56.86 T121.07
General Foreman	W74.53 B65.01 T139.54
Groundhand, Truck Driver, Conduit Installer (1 year or more experience)	W28.67 B28.62 T57.29
Groundhand, Truck Driver, Conduit Installer (2 years or more experience)	W40.13 B37.61 T77.74
Groundhand, Truck Driver, Conduit Installer (3 years or more experience)	W48.73 B43.78 T92.51
Groundhand, Truck Driver, Conduit Installer (less than 1 year exp.)	W22.93 B1.57 T24.50
Journeyman Lineman	W57.33 B51.42 T108.75
Lead Foreman	W65.93 B58.21 T124.14
Working Foreman	W60.20 B52.19 T112.39

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES										
6 Months	25.52	27.63	29.75	31.87	33.99	36.11	38.22				
Benefits	10.55	11.17	11.77	12.40	13.01	13.63	14.25				

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

APPRENTICE RATE SCHEDULE AS OF 9-29-25:

INTERVAL	PERIOD AND RATES						
6 Months	26.52	28.63	30.75	32.87	34.99	37.11	39.22
Benefits	12.07	12.77	13.49	14.21	14.92	15.63	16.35

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

FOREMAN REQUIREMENTS (number of Electricians on site):

(1 to 10)- one Working Foreman.

(11 to 20)- one Working Foreman and one Foreman.

(21 to 30)- one Working Foreman, one Foreman and one Lead Foreman.

(31 to 40) - one Working Foreman, two (2) Foremen and one Lead Foreman.

(41 to 50)- one Working Foreman, four (4) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman.

(51 to 60)- one Working Foreman, five (5) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs one foreman).

(61 to 70)- one Working Foreman, six (6) Foremen, one Assistant General Foreman (runs 5 foremen), and one General Foreman

(runs two foremen).

(71 to 80)- one Working Foreman, seven (7) Foremen, two (2) Assistant General Foremen and one General Foreman.

(81 to 90)- one Working Foreman, eight (8) Foremen, two (2) Assistant General Foremen, and one General Foreman.

(91 to 100)- one Working Foreman, nine (9) Foremen, two (2) Assistant General Foremen and one General Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the wage rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the wage rate, inclusive of benefits.

OVERTIME:

All hours in excess of 8 per day, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	70% of	Appren	tice	Wage	Rate	for all	intervals			

**Craft: Electrician-Utility Work (North)**

**COMMENTS/NOTES**

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

\* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	34.59	37.47	40.36	43.24	46.12	49.00	51.89			
Benefits	31.56	33.45	35.32	37.21	39.08	40.98	42.85			

**Craft: Electrician-Utility Work (South)**

**COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/25
Helper-Over 5 Years	W50.30 B44.05 T94.35
Helper-Under 5 Years	W50.30 B43.05 T93.35
Mechanic (Journeyman) over 5 years	W71.85 B45.78 T117.63
Mechanic (Journeyman) under 5 years	W71.85 B44.37 T116.22
Mechanic in Charge (Foreman) over 5 years	W80.83 B46.50 T127.33
Mechanic in Charge (Foreman) under 5 years	W80.83 B44.88 T125.71
Probationary Helper (1st 6 months)	W35.93 B42.19 T78.12

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	55%	65%	70%	80%						
Yearly	55%	65%	70%	80%						
Benefits	full	journeyma n	benefit	rate for	all	intervals				

**Ratio of Apprentices to Journeymen - \***

\* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed, under the direction of a mechanic in wrecking old plants, handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/01/25
Foreman	W53.96 B38.34 T92.30
Journeyman	W49.96 B38.34 T88.30

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	23.48	24.98	27.97	31.47						
Benefits	20.41	23.18	24.66	27.10						

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Glazier                      COMMENTS/NOTES**

HIGH WORK (30 feet above ground /floor or using a swing stage): +\$1.00/hr

**FOREMAN REQUIREMENT:**

- When 4 or more Glaziers are working on a job that runs for 10 days or more, 1 shall be designated a Foreman.

The regular workday shall be 8 hours, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Second and Third shift shall receive the regular hourly rate, plus 15% per hour.

**OVERTIME:**

- The first 2 hours in excess of 8 per day (9th and 10th hours), or outside the regular workday, Monday through Friday, that are not shift work, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked at straight time, Monday through Friday. The 11th and 12th hours on the 4 days worked, and the first 12 hours on the fifth day shall be paid at time and one-half the regular rate. All other daily overtime, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

- Benefits on overtime hours are as follows:

Time and one-half = \$47.44/hr.

Double time = \$56.54/hr.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	05/01/25
Foreman (11-20 workers)	W66.92 B48.71 T115.63
Foreman (1-5 workers)	W63.88 B48.71 T112.59
Foreman (21-49 workers)	W69.97 B48.71 T118.68
Foreman (50+ workers)	W73.01 B48.71 T121.72
Foreman (6-10 workers)	W65.10 B48.71 T113.81
Journeyman	W60.84 B48.71 T109.55

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	48%	50%	55%	60%	65%	70%	75%	80%
Benefits	38.22	38.22	Intervals	3 to 10 =	42.47					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- Foremen shall be designated based upon the number of Heat & Frost Insulators on the job, with the rates as shown above.
- If there is only 1 Heat & Frost Insulator on the job, he or she must be designated a Foreman.

The regular workday shall be 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 3 consecutive workdays, with a minimum of 2 consecutive shifts each day.
- 2nd Shift shall be between the hours of 4:00 PM and 12:00 AM.
- 3rd Shift shall be between the hours of 12:00 AM and 8:00 AM.
- All shift work shall be paid an additional 15% of the regular rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**OVERTIME:**

- The 2 hours immediately before or after the regular workday, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, Monday through Saturday, and all hours on Sundays and holidays (except Labor Day), shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	05/01/25
Material Handler - 1st Level	W33.21 B24.05 T57.26
Material Handler - 2nd Level	W48.42 B24.05 T72.47
Mechanic (Journeyman)	W60.84 B48.71 T109.55

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply ONLY to the REMOVAL of insulation containing asbestos from mechanical systems, including containment erection and demolition, and the placing of material in appropriate containers.

**JOB TITLES:**

- Mechanic: 8,000 hours or more of asbestos removal experience
- Material Handler - 2nd Level: 3,000 hours or more (up to 8,000 hours) of asbestos removal experience
- Material Handler - 1st Level: up to 3,000 hours of asbestos removal experience

**RATIOS:**

- The first worker on the project must be a Mechanic.
- Ratio of Material Handlers to Mechanics is 5:1 (5 Handlers to 1 Mechanic), with a minimum of two of the Handlers being 2nd Level Handlers.

**SHIFT DIFFERENTIALS:**

- 2nd Shift shall work 7.5 hours and receive 8 hours pay, plus \$0.25 per hour.
- 3rd Shift shall work 7 hours and receive 8 hours pay, plus \$0.50 per hour.

**OVERTIME:**

- Hours in excess of 40 per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits.
- All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits.
- All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W64.80 B37.40 T102.20	W0.00 B0.00 T104.20
General Foreman	W67.30 B37.40 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.80 B37.40 T97.20	W0.00 B0.00 T99.20

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.62	21.61	28.11							

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W53.54 B35.05 T88.59	W0.00 B0.00 T90.59
General Foreman	W56.04 B35.05 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.54 B35.05 T83.59	W0.00 B0.00 T85.59

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	02/07/25	02/01/26
Foreman	W54.59 B34.70 T89.29	W0.00 B0.00 T91.29
General Foreman	W57.09 B34.70 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.59 B34.70 T84.29	W0.00 B0.00 T86.29

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.62	21.61	28.11							

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Ironworker                      PREVAILING WAGE RATE**

	07/01/25
Foreman- Fence and Guardrail	W55.91 B40.19 T96.10
Foreman-Rod/Mesh	W61.23 B40.97 T102.20
Foreman-Structural	W62.38 B40.97 T103.35
Journeyman- Fence and Guardrail	W51.77 B40.19 T91.96
Journeyman-Rod/Mesh	W53.24 B40.97 T94.21
Journeyman-Structural	W54.24 B40.97 T95.21

**Craft: Ironworker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	66%	79%	88%							

**Ratio of Apprentices to Journeymen - \***

\* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

**Craft: Ironworker                      COMMENTS/NOTES**

**ROD/MESH (REINFORCING):** All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites used in reinforced concrete construction, all realigning of reinforcing steel and wire mesh and the placement of reinforcing dowels.

The installation, fabrication and distribution of all materials associated with post tensioning and pre-stressing procedures on reinforced concrete jobs.

All prefabricated mates, caissons, columns, beams and walls.

The installation of reinforcing dowels into pre-drilled holes by any means necessary, including epoxy, glue, compounds or tying.

**STRUCTURAL:** All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, sorting, tying and welding of all materials, including composites and mass timbers used in structural frame construction, and realigning of structural framing members.

The installation, fabrication and distribution of all materials associated with structural framework, regardless of material composition, including mass timbers.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

All prefabricated columns, beams and walls.

When precast, prestressed or reinforced concrete structural members (beams, columns, girders, slabs, etc.) are used in construction of bridges, buildings and other structures, and power equipment such as cranes, derricks, jacks and/or rigging used, the work of loading, unloading, moving, and placing to complete erection.

Solar canopy erection, ground mounted installation and erection of photovoltaic array assemblies.

Unitized curtain wall systems, including erection and rigging of such, regardless of material composition.

Pre-engineered metal building systems.

Steel decking and siding for building structures and canopy systems.

Offshore wind erection, fabrication, and rigging of all related components.

**FENCE AND GUARDRAIL:** All work performed in connection with bending, burning, cutting, field fabrication, handling, hoisting, placing, racking, digging and anchoring, sorting, tying, welding and installation of all materials, including composites, security style fencing, regardless of materials used.

Installation, fabrication and distribution of all materials associated with Fence and Guardrail work scope, regardless of material composition.

All prefabricated fencing, permanent, temporary or otherwise.

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 6:00 AM and 5:00 PM.

**SHIFT DIFFERENTIALS:**

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.
- An irregular shift (shift starting after 6:00 PM) shall receive an additional 15% per hour.

**OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.
- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.
- Benefits on overtime hours shall be paid at the following rates:
  - For Rod/Mesh and Structural-
    - When wages are time and one-half, benefits = \$47.68.
    - When wages are double, benefits = \$54.39.
  - For Fence and Guardrail-
    - When wages are time and one-half, benefits = \$46.51.
    - When wages are double, benefits = \$52.83.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, General and Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	08/01/25
Foreman	W46.44 B26.21 T72.65
Journeyman (Handler)	W41.28 B26.21 T67.49

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	24.47	28.55	32.62	36.70						
Benefits	22.31	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	25.08	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

As of 3-1-25, benefits shall be 26.13.

As of 3-1-26, benefits shall be 27.13.

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Laborer-Residential and Modular Construction**

**PREVAILING WAGE RATE**

	04/01/25	04/01/26	04/01/27
* Skilled Tradesman (only applies to Modular Construction)	W36.00 B5.45 T41.45	W36.50 B5.45 T41.95	W37.00 B5.45 T42.45
Foreman (person directing crew, regardless of his skill classification)	W38.00 B5.45 T43.45	W38.50 B5.45 T43.95	W39.00 B5.45 T44.45
Residential and Modular Construction Laborer	W32.00 B5.45 T37.45	W32.50 B5.45 T37.95	W33.00 B5.45 T38.45

**Craft: Laborer-Residential and Modular Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	As shown	800 hours	600 hours	600 hours						
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

**Craft: Laborer-Residential and Modular Construction**

**COMMENTS/NOTES**

\* SKILLED TRADESMAN- any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CAT5, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**OVERTIME:**

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOILDAYS:**

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Millwright**

**PREVAILING WAGE RATE**

	05/01/25
Foreman	W67.67 B40.72 T108.39
Journeyman	W58.84 B35.49 T94.33

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.63		

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

**Craft: Operating Engineer**

**COMMENTS/NOTES**

Operating Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 Field Engineer Apprentice per Survey Crew.

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/01/25
Apprentice (1st year)	W32.04 B17.68 T49.72
Apprentice (2nd year)	W36.55 B28.63 T65.18
Foreman (Charge Person)	W46.12 B29.41 T75.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W41.35 B29.41 T70.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W45.12 B29.41 T74.53

**Craft: Painter - Line Striping**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.



NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

County - CAMDEN

**Craft: Pipefitter**                      **PREVAILING WAGE RATE**

See "Plumber" Rates

**Craft: Pipefitter**                      **COMMENTS/NOTES**

\*\*\* See PLUMBER Rates\*\*\*

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

County - CAMDEN

**Craft: Plasterer**                      **PREVAILING WAGE RATE**

See "Cement Mason" Rates

**Craft: Plasterer**                      **COMMENTS/NOTES**

\*\*\*See CEMENT MASON Rates\*\*\*



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Roofer                      PREVAILING WAGE RATE**

	05/08/25
Foreman (5 workers or less)	W48.03 B34.77 T82.80
Foreman (6 workers or more)	W48.53 B34.77 T83.30
Journeyman	W46.03 B34.77 T80.80

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	55%	60%	65%	75%						
Benefits	23.39	28.04	34.77	34.77						

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer                      COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Roofer - Shingle, Slate & Tile**

**PREVAILING WAGE RATE**

	05/08/25
Foreman (3 workers or less)	W36.45 B22.20 T58.65
Foreman (4 workers or more)	W36.95 B22.20 T59.15
Helper	W17.98 B22.20 T40.18
Journeyman (shingle work)	W35.95 B22.20 T58.15

**Craft: Roofer - Shingle, Slate & Tile**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%							
Benefits	22.20	22.20	22.20							

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer - Shingle, Slate & Tile**

**COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	07/25/25
Foreman	W35.48 B26.41 T61.89
Journeyman	W33.48 B26.41 T59.89

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	23.54	23.63	23.71	23.79	24.89	24.97	25.05	25.21		

**Ratio of Apprentices to Journeymen - 1:2**

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**HAZARDOUS DUTY:**

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

**FOREMAN REQUIREMENTS:**

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

**OVERTIME:**

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at time and one-half the regular rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	05/15/25
Foreman	W67.00 B52.17 T119.17
General Foreman	W71.39 B52.17 T123.56
Journeyman	W62.62 B52.17 T114.79

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	60%	65%	70%	75%	85%		
6 Months										
Benefits	32.07	32.11	36.96	37.00	37.04	37.08	37.12	37.21		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 1 to 10 Sheet Metal Workers on a job, 1 must be designated a foreman.
- When there are 11 to 20 Sheet Metal Workers on a job, 1 must be designated a foreman, and 1 must be designated a general foreman.
- When there are 21 or more Sheet Metal Workers on a job, 2 must be designated foremen, and 1 must be designated a general foreman.

The regular workday is 8 hours, between 7:00 AM and 3:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive 8 hours pay for 8 hours of work.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- The rate of pay for all shift work shall be an additional 15% of the regular rate, per hour, inclusive of benefits.

**OVERTIME:**

The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, General Election Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Sprinkler Fitter                      PREVAILING WAGE RATE**

	01/09/26
Foreman	W73.22 B36.10 T109.32
Journeyman	W69.12 B36.10 T105.22

**Craft: Sprinkler Fitter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	20.74	22.12	24.19	27.65	31.10	38.02	44.93	48.38	51.84	55.30
Benefits	15.25	15.25	18.25	25.70	26.20	26.70	26.70	27.20	27.70	28.70

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Sprinkler Fitter                      COMMENTS/NOTES**

The regular workday shall be 8 hours, between 7:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Second and third shifts shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours outside of the regular workday, and the first 2 hours in excess of 8 per day (9th and 10th hours), Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 10 per day, Monday through Friday, hours in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Friday, between 7:00 AM and 6:30 PM. The first 2 hours in excess of 10 per day ( 11th and 12th hours), the first 10 hours on the fifth day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. Hours in excess of 12 per day, Monday through Friday, and all hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - CAMDEN

**Craft: Tile Worker                      PREVAILING WAGE RATE**

	12/09/25
Finisher	W43.63 B32.12 T75.75
Setter	W51.31 B39.01 T90.32

**Craft: Tile Worker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Worker                      COMMENTS/NOTES**

NOTE: These rates also apply to Terrazzo and Marble work.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays shall be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/06/25
Bucket, Tack Spreader trucks	W44.30 B34.11 T78.41
Concrete mobile unit; Seeding/Fertilizing/ Mulching truck	W44.30 B34.11 T78.41
Dump, Water, Form, Vacuum or Vac-All, Pick-up trucks	W44.30 B34.11 T78.41
Helper on Straight 3-axle truck; Mechanic's helper	W44.10 B34.11 T78.21
Mechanics	W44.80 B34.11 T78.91
Shop Steward	W45.65 B34.11 T79.76
Straight 3-axle truck	W44.30 B34.11 T78.41
Tow truck	W44.45 B34.11 T78.56
Tractor-Trailer (any), Fuel, Winch, Asphalt Oil Distributor trucks	W44.65 B34.11 T78.76

**Craft: Truck Driver**

**COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:**

- On hazardous waste removal work on a State-designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection: + \$3.00 per hour.
- All other designated hazardous waste sites: + \$1.00 per hour.

**SHIFT DIFFERENTIALS:**

- Second and Third shifts shall receive an additional \$1.50 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - CAMDEN**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	05/06/25
Driver	W38.90 B34.11 T73.01

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

These rates apply to delivery of materials TO a jobsite.

**SHIFT DIFFERENTIALS:**

- Second and Third shifts shall receive an additional \$1.50 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. The day after Thanksgiving may be substituted for Veterans' Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

County - CAMDEN

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

# STATEWIDE RATES

OPERATING ENGINEERS    Rates Expiration Date :

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential , these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day .

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
60.13	40.40	100.53

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
60.13	40.40	100.53

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezcrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
58.22	40.40	98.62

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
58.22	40.40	98.62

**CLASSIFICATIONS:**

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
58.22	40.40	98.62

**CLASSIFICATIONS:**

- Laddervator
- Locomotive (Dinky-type)
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Mechanic
- Mixer (Except paving mixers)
- Pavement Breaker (truck-mounted or small self-propelled ride-on type)
- Pavement Breaker - maintenance of compressor or hydraulic unit
- Pipe Bending Machine (power)
- Pitch Pump
- Plaster Pump (regardless of size)
- Post Hole Digger (post pounder, auger)
- Rod Bending Machines
- Roller (black top)
- Scale (power)
- Seamen Pulverizing Mixer
- Shoulder Widener
- Silo
- Skimmer Machine (boom type)
- Steel Cutting Machine (service & maintenance)
- Tamrock Drill
- Tractor
- Transfer Machines

**OPERATING ENGINEERS**    Rates Expiration Date :

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
58.22	40.40	98.62

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -  
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
52.88	40.40	93.28

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
50.30	40.40	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
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OPERATING ENGINEERS    Rates Expiration Date :

Effective Dates:

**07/01/2025**

Rate	Fringe	Total
60.46	40.40	100.86

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
61.72	40.40	102.12

**CLASSIFICATIONS:**

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
61.72	40.40	102.12

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
56.59	40.40	96.99

**CLASSIFICATIONS:**

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

**OPERATING ENGINEERS**    Rates Expiration Date :

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
56.59	40.40	96.99

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
63.54	40.40	103.94

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
68.22	40.40	108.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
67.22	40.40	107.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

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**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
63.72	40.40	104.12

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
66.22	40.40	106.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
62.72	40.40	103.12

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

**STRUCTURAL STEEL ERECTION**    **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential , these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day .

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
65.35	40.40	105.75

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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**STRUCTURAL STEEL ERECTION**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
61.29	40.40	101.69

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
58.63	40.40	99.03

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

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**STRUCTURAL STEEL ERECTION**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
57.10	40.40	97.50

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
53.34	40.40	93.74

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
60.91	40.40	101.31

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
50.30	40.40	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
62.05	40.40	102.45

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
70.24	40.40	110.64

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
68.58	40.40	108.98

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
65.74	40.40	106.14

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
64.08	40.40	104.48

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION    Rates Expiration Date :

Effective Dates:

07/01/2025

Rate	Fringe	Total
65.74	40.40	106.14

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential , these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day .

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
61.72	40.40	102.12

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
54.88	40.40	95.28

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**    Rates Expiration Date :

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Traffic Control Coordinator:** When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

**Effective Dates:**

	<b>03/01/2025</b>		<b>03/01/2026</b>
Rate	Fringe	Total	Total
67.13	39.13	106.26	109.94

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/01/2025</b>		<b>03/01/2026</b>
Rate	Fringe	Total	Total
66.75	39.13	105.88	109.57

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

**FREE AIR TUNNEL JOBS**     Rates Expiration Date :

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
66.13	39.13	105.26	108.94

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
69.25	39.13	108.38	112.07

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.44	39.13	104.57	108.26

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
65.00	39.13	104.13	107.82

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.81	39.13	103.94	107.63

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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FREE AIR TUNNEL JOBS     Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
64.31	39.13	103.44	107.13

**CLASSIFICATIONS:**

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

**DRILL FOR GROUND WATER SUPPLY**     **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
60.47	40.40	100.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2025**

Rate	Fringe	Total
53.63	40.40	94.03

**CLASSIFICATIONS:**

Driller's Helper

**OPERATING ENGINEERS MARINE-DREDGING**     **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

<b>10/01/2025</b>			<b>10/01/2026</b>
Rate	Fringe	Total	Total
48.48	15.44	63.92	65.74

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator with MOTV, Deck Captain

**Effective Dates:**

<b>10/01/2025</b>			<b>10/01/2026</b>
Rate	Fringe	Total	Total
41.93	14.99	56.92	58.47

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

<b>10/01/2025</b>			<b>10/01/2026</b>
Rate	Fringe	Total	Total
39.46	14.81	54.27	55.75

**CLASSIFICATIONS:**

Certified Welder

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**OPERATING ENGINEERS MARINE-DREDGING**      **Rates Expiration Date :**

**Effective Dates:**

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
38.38	14.74	53.12	54.54

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
37.15	14.65	51.80	53.18

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
30.86	14.21	45.07	46.22

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

10/01/2025			10/01/2026
Rate	Fringe	Total	Total
43.20	15.07	58.27	59.89

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
52.05	28.95	81.00	83.75

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
50.10	28.95	79.05	81.80

**CLASSIFICATIONS:**

Box man, Hopper, CM Controller

**Effective Dates:**

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
48.40	28.95	77.35	80.10

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
49.05	28.95	78.00	80.75

**CLASSIFICATIONS:**

Squeegee man

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MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

08/26/2025			03/01/2026
Rate	Fringe	Total	Total
46.95	28.95	75.90	78.65

CLASSIFICATIONS:

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**     **Rates Expiration Date :** \_\_\_\_\_

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.75	39.13	90.88	94.13

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

**CLASSIFICATIONS:**

Screedman

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**ASPHALT LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.35	39.13	90.48	93.73

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.45	39.13	90.58	93.83

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.60	39.13	90.73	93.98

**CLASSIFICATIONS:**

Raker, Luteman

**Effective Dates:**

Rate	Fringe	Total
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**CLASSIFICATIONS:**

Certified Paving Foreman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**  
Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**  
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.  
Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows :

- 1st year on the job - 70% of Helper wage rate
  - 2nd year on the job - 80% of Helper wage rate
  - 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

**10/21/2025**

Rate	Fringe	Total
38.15	36.22	74.37

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

**10/21/2025**

Rate	Fringe	Total
48.78	36.22	85.00

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**10/21/2025**

Rate	Fringe	Total
55.61	36.22	91.83

**CLASSIFICATIONS:**

Foreman

**HEAVY & GENERAL LABORERS - NORTH**     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate .
- Shifts shall receive an additional \$3.00 per hour.

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/01/2025</b>		<b>03/01/2026</b>
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

	<b>03/01/2025</b>		<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**      Rates Expiration Date :

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

**CLASSIFICATIONS:**

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

**CLASSIFICATIONS:**

TRAFFIC CONTROL COORDINATOR Rate

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

**CLASSIFICATIONS:**

" CERTIFIED FOREMAN Rate" :

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

**CLASSIFICATIONS:**

" CERTIFIED GENERAL FOREMAN Rate" :

**HEAVY & GENERAL LABORERS - SOUTH**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate .
- Shifts shall receive an additional \$3.00 per hour.

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
55.45	39.13	94.58	97.83

**CLASSIFICATIONS:**

"A" Rate:  
blaster

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

**CLASSIFICATIONS:**

"FOREMAN" Rate:  
labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
56.20	39.13	95.33	98.58

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
52.40	39.13	91.53	94.78

**CLASSIFICATIONS:**

TRAFFIC CONTROL COORDINATOR Rate

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
57.70	39.13	96.83	101.08

**CLASSIFICATIONS:**

" CERTIFIED GENERAL FOREMAN Rate" :

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

**HEAVY & GENERAL LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2025</b>			<b>03/03/2026</b>
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

**CLASSIFICATIONS:**

" CERTIFIED FOREMAN Rate" :

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION     Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

**PER DIEM PAYMENT:**

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

**NOTES:**

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and /or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

**OVERTIME:**

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**06/18/2025**

Rate	Fringe	Total
58.89	36.35	95.24

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**06/18/2025**

Rate	Fringe	Total
58.89	36.35	95.24

**CLASSIFICATIONS:**

Pipeline Journeyman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

**06/18/2025**

Rate	Fringe	Total
33.84	25.47	59.31

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**     **Rates Expiration Date :** \_\_\_\_\_

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.  
Sunday holidays observed the following Monday.

**Effective Dates:**

**11/05/2025**

Rate	Fringe	Total
66.32	36.10	102.42

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**11/05/2025**

Rate	Fringe	Total
66.32	36.10	102.42

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**11/05/2025**

Rate	Fringe	Total
43.28	25.22	68.50

**CLASSIFICATIONS:**

Pipeline Helper

**ASPHALT LABORERS- NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren  
{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
55.20	39.13	94.33	97.58

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.90	39.13	91.03	94.28

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
51.65	39.13	90.78	94.03

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH     Rates Expiration Date :

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
50.95	39.13	90.08	93.33

**CLASSIFICATIONS:**

Asphalt Laborer

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
56.70	39.13	95.83	100.08

**CLASSIFICATIONS:**

Certified Asphalt Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**    **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	<b>12/04/2025</b>		<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
69.55	48.68	118.23	122.97	127.89	132.99

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	<b>12/04/2025</b>		<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

	<b>12/04/2025</b>		<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
63.23	44.26	107.49	111.79	116.26	120.90

**CLASSIFICATIONS:**

Special License Operator

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
66.39	46.47	112.86	117.38	122.07	126.95

**CLASSIFICATIONS:**

Journeyman Lineman when welding, splicing, hot stick, barehand and helicopter work

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
60.70	42.49	103.19	107.32	111.60	116.07

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

**CLASSIFICATIONS:**

Groundman

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
80.93	56.65	137.58	143.08	148.81	154.75

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
74.61	52.22	126.83	131.92	137.19	142.66

**CLASSIFICATIONS:**

Assistant General Foreman

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
72.71	50.89	123.60	128.55	133.70	139.04

**CLASSIFICATIONS:**

Line Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

**CLASSIFICATIONS:**

GTO (Groundman Truck Operator) with CDL A

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
47.42	33.19	80.61	83.84	87.19	90.67

**CLASSIFICATIONS:**

First Responder

**Effective Dates:**

<b>12/04/2025</b>			<b>11/29/2026</b>	<b>11/28/2027</b>	<b>12/03/2028</b>
Rate	Fringe	Total	Total	Total	Total
50.58	35.40	85.98	89.43	93.00	96.73

**CLASSIFICATIONS:**

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (SOUTH)**    **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices.

Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
73.79	62.52	136.31

**CLASSIFICATIONS:**

General Foreman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)     Rates Expiration Date :

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
65.72	57.24	122.96

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
62.26	55.01	117.27

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
57.65	51.98	109.63

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
60.53	53.85	114.38

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
57.65	51.98	109.63

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
60.53	53.85	114.38

**CLASSIFICATIONS:**

Journeyman Welder

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)     Rates Expiration Date :

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
57.65	51.98	109.63

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
46.12	44.49	90.61

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
40.36	40.72	81.08

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
37.47	38.85	76.32

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
34.59	36.96	71.55

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/02/2025**

Rate	Fringe	Total
31.71	35.09	66.80

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)     Rates Expiration Date :

Effective Dates:

12/02/2025

Rate	Fringe	Total
25.37	30.96	56.33

CLASSIFICATIONS:

Flagman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**     **Rates Expiration Date :** \_\_\_\_\_

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Traffic Control Coordinator:** When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

**Effective Dates:**

	<b>03/01/2025</b>		<b>03/01/2026</b>
Rate	Fringe	Total	Total
80.55	39.13	119.68	123.81

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/01/2025</b>		<b>03/01/2026</b>
Rate	Fringe	Total	Total
80.10	39.13	119.23	123.36

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
79.35	39.13	118.48	122.61

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
83.10	39.13	122.23	126.36

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
78.53	39.13	117.66	121.78

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
78.00	39.13	117.13	121.26

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)  
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

<b>03/01/2025</b>			<b>03/01/2026</b>
Rate	Fringe	Total	Total
77.78	39.13	116.91	121.03

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)  
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS      Rates Expiration Date :

Effective Dates:

03/01/2025			03/01/2026
Rate	Fringe	Total	Total
77.18	39.13	116.31	120.43

**CLASSIFICATIONS:**

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_ as Principal and \_\_\_\_\_

\_\_\_\_\_ as Sureties, are hereby held and firmly bound unto the City of Camden in the penal sum of \_\_\_\_\_ Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The Condition of the above obligation is such that whereas the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, enter into a contract with City of Camden which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of NJSA 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
or Witness as to Principal

\_\_\_\_\_  
Principal (Contractor)

BY: \_\_\_\_\_(S)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
or Witness as to Surety

(SEAL)

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_(S)  
Attorney-in-Fact

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners must execute bond and signature sheets, as necessary. A corporate acknowledgment and statement of authority to be attached by the Surety Company.

APPROVAL OF BOND

The foregoing Bond approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_(S)

TITLE \_\_\_\_\_

NOTE: The attorney-in-fact signing the Performance Bond on behalf of the surety should attach a valid power of attorney to the Performance Bond.

SECTION E

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Camden in  
the penal sum of \_\_\_\_\_ Dollars, for the payment of which will and truly to be made, we  
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the above named principal did on the \_\_\_\_\_ day of  
20 \_\_\_\_\_, enter into a contract with the City of Camden which said contract is made a part of this bond the  
same as though set forth herein:

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors and corporations  
furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any  
authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline, repairs  
on machinery, equipment and tools, consumed or used in connection with such work, and all insurance premiums  
on said work, and for all labor performed in such work, whether by subcontractors or otherwise, we agreeing and  
assenting that this undertaking shall be for the benefit of the obligee herein; then this obligation shall be void,  
otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability  
of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein  
stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said  
Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety on its  
bond.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

(seal)  
(acknowledgments)

NOTE: The attorney-in-fact signing the Labor and Materials Payment Bond on behalf of the surety should  
attach a valid power of attorney to the Labor and Materials Payment Bond.

NOTICE TO PROCEED

Dated \_\_\_\_\_, 20\_\_\_\_

TO:

\_\_\_\_\_  
(Contractor)

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

PROJECT                    2024 NJDOT ROAD PROGRAM

OWNER'S CONTRACT NO.    115.CY00604.C01

CONTRACT FOR \_\_\_\_\_

\_\_\_\_\_  
(Indicate name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, 20\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are \_\_\_\_\_, 20\_\_\_\_ and \_\_\_\_\_, 20\_\_\_\_, respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must deliver to the Owner (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must  
(add other requirements)

Project Schedule

Shop Drawings

Initial Workforce Report

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

**DISCLOSURE OF CONTRIBUTIONS**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**

N.J.S.A. 19:44A-20.2727 (P.L. 2005, c.271, S.3) establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee, or continuing political committee.

This report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their personal obligation under the law. Such language could read as follows:

**Starting in January 2007, all business entities are advised of their responsibilities to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from the ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).**

**SECTION G. SUPPLEMENTARY CONDITIONS**

**G 0.1**

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## **SECTION G. SUPPLEMENTARY CONDITIONS**

### **G 0.2 INTRODUCTION**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### **G 1.1 DEFINITIONS**

Definitions contained in the General Conditions Article F.1.1 are supplemented with the following additional definitions.

**SURETY** - The corporate body which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the Owner against all claims for damages.

**INSPECTOR** - The representative of the Engineer designated to observe the work for which these specifications are intended.

**TESTING LABORATORY** - A laboratory selected by the Owner for the inspection and testing of materials.

**MANUFACTURER** - Shall be the manufacturer of the equipment specified.

**STANDARD SPECIFICATIONS** - The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2019, as supplemented, superseded and/or clarified by the Contract Documents.

**SOIL EROSION STANDARDS** - The "Standards for Soil Erosion and Sediment Control in New Jersey" adopted June 14, 1972, by the New Jersey State Soil Conservation Committee, as amended and supplemented to date.

### **G 2.3 NOTICE TO BEGIN WORK**

Article F 2.3 of the General Conditions is amended as follows.

The Contractor shall start work on or before the date specified herein or if no date is so specified, within ten (10) days of the mailing of the Notice to Proceed by the Owner to the Contractor directing him to proceed with work.

#### **G 2.5.1 DIMENSIONS - Addition to General Conditions Article F 2.5**

Figured dimensions on the Contract Drawings shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought immediately to the attention of the Engineer, and his decisions thereon shall be final.

#### **G 2.6.4 BREAKDOWN COSTS OF LUMP SUM ITEMS - Addition to General Conditions Article F 2.6**

Before the preparation of the first estimate, the Contractor shall submit for the Engineer's approval a schedule of values of all lump sum bid items into a series of minor subdivisions in the manner to be approved by the Engineer and for the sole purpose of determining the estimates of work done for partial payments.

Revisions to the schedule, if required, shall be furnished acceptable to the Engineer prior to consideration for partial payment.

#### **G 3.1.1 WORK REQUIRED BY THE CONTRACT DOCUMENTS - Addition to General Conditions Article F 3.1**

The Contract Documents require the furnishing of all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the work. In general the completed work shall consist of the improvements and appurtenances completely installed, successfully tested and in "ready to operate" condition.

The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property, and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until

accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

Detailed specifications for materials, equipment, workmanship and all items pertaining to a particular part of the work may be found under those parts of the Contract describing the work to be done and the methods of measurement and payment for the various Bid Items.

All work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of the like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

#### **G 5.1 SECURITY FOR FAITHFUL PERFORMANCE & FOR LABOR AND MATERIALS PAYMENTS - Supplement to General Conditions Article F 5.1**

Simultaneously with this delivery of the executed contract the successful bidder must deliver to the Owner an executed bond covering:

1. The faithful performance of the Contract and in an amount equal to one hundred percent (100%) of the contract amount as awarded.
2. The payment of all obligations arising under the Contract in an amount equal to 100% of the contract as awarded.

The bond or bonds must be prepared in a satisfactory form and having as surety thereon such surety company or companies as are acceptable and approved by the Owner, and as are authorized to transact business in this State. Copies of the bonds shall be sent to the Engineer at the time of submission to the Owner.

#### **G 5.3 COMPENSATION AND LIABILITY INSURANCE - Supplement to General Condition Article F 5.3**

If, at any time, any of the said policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy become unsatisfactory, the contractor shall promptly obtain a new policy, and submit the same to the Owner for approval and/or submit certificate thereof as required. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the Owner, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the Contract nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the amounts stated hereinafter.

It is understood that the term "Owner" shall be deemed to include all authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the Owner and the individual members thereof in their official capacities.

The insurance payable under these policies shall be applied by the Company first, to the protection of the Owner and the remainder, if any, to the other named insureds.

In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.

Amounts of Insurance required shall not be less than the amounts shown below and certificates, or full copies of policies must be furnished as noted below. IF THE CONTRACTOR WILL DEPEND ON UMBRELLA/EXCESS LIABILITY COVERAGE TO MEET THE REQUIRED COVERAGE AMOUNTS THEN A WRITTEN STATEMENT

FROM THE CARRIER IS REQUIRED INDICATING THAT SAID UMBRELLA/EXCESS LIABILITY COVERAGE EXTENDS TO ALL FORMS OF LIABILITY COVERAGE LISTED.

**G 5.3.1 WORKMEN'S COMPENSATION - CERTIFICATE REQUIRED.**

Coverage A - New Jersey Statutory  
 Coverage B - Unlimited

**G 5.3.2 COMPREHENSIVE GENERAL LIABILITY LIMITS - CERTIFICATE REQUIRED**

including explosion, collapse, underground utilities, contractual, independent contractors, and completed operations coverage.

SPECIAL NOTE: IF THE TERMS OF THE PROPOSAL WAIVE THE REQUIREMENT FOR "OWNER'S PROTECTIVE POLICY " (SEE ARTICLE G 5.3.4), THEN THE OWNER AND ENGINEER SHALL BE NAMED CO-INSURED PARTIES ON THE CONTRACTOR'S INSURANCE POLICIES REQUIRED UNDER ARTICLES G 5.3.1, G 5.3.2, G 5.3.3, AND G 5.3.5.

PROPERTY DAMAGE

for any one accident ..... \$500,000  
 for all accidents..... \$1,000,000

PUBLIC LIABILITY

for any one person..... \$2,000,000  
 for any one accident ..... \$5,000,000

**G 5.3.3 AUTO AND/OR TRUCK LIABILITY - CERTIFICATE REQUIRED.**

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE

for any one accident ..... \$500,000  
 for all accidents..... \$1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... \$2,000,000  
 for any one accident ..... \$5,000,000

**G 5.3.4 OWNER'S PROTECTIVE POLICY - ORIGINAL POLICY REQUIRED.**

REQUIRED UNLESS THE TERMS OF THE PROPOSAL INDICATE OTHERWISE

NAMED INSURED - Owner, as identified in the Proposal and Agreement

CO-INSURED - Utilities Engineer, as identified in the Proposal and Agreement

PROPERTY DAMAGE

one accident ..... \$500,000  
 all accidents ..... \$1,000,000

PUBLIC LIABILITY

one accident ..... \$1,000,000  
 all accidents ..... \$2,000,000

AUTOMOBILE AND/OR TRUCK PROPERTY DAMAGE LIABILITY

for any one accident ..... \$500,000  
 for all accidents..... \$1,000,000

AUTOMOBILE AND/OR TRUCK BODILY INJURY LIABILITY

for any one person..... \$2,000,000  
 for any accident ..... \$5,000,000

**G 5.3.5 SPECIAL INSURANCE REQUIREMENTS (where applicable) -**

CERTIFICATE REQUIRED.

- |    |                     |   |  |
|----|---------------------|---|--|
| 1. | Marine Work         | - | Longshoremen's & Harbor<br>Workers Endorsement, or Maritime<br>Endorsement |
| 2. | Builder's Risk      | - | One Hundred (100%) Percent of the<br>Structure's Value                     |
| 3. | Railroad Protective | - | Insurance Requirements Equal to<br>that of the required by Railroad        |

**G 5.3.6 EVIDENCE OF INSURANCE**

The contractor shall file with the Owner and Engineer before commencing work under this contract, Certificates of Insurance, or policies where required, which certificates shall bear the following information:

1. Name and address of the insured.
2. Title and location of the operations to which the insurance applies.
3. The number of the policy and the type or types of insurances in force thereunder on the date borne by such certificates.
4. The expiration date of policy and the limit or limits of liability thereunder on the date borne by such certificate.
5. A statement that the insurance of the type afforded by the policy applies to all of the operation on and at the site of the project which are undertaken by the insured during the performance of his contract or subcontract.
6. A STATEMENT INDICATING THAT THE OWNER AND THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE ARE NAMED CO-INSURED PARTIES.
7. A statement as to the exclusions of the policy, if any.
8. A statement showing the method of cancellations provided for by the policy. If cancellations may be affected by the giving of notice to the insured by the insure, the policy shall provide for the lapse of such number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least thirty (30) days before the cancellation becomes effective. Notice of cancellation shall also be delivered to Owner and Engineer not less than thirty (30) days prior to such lapse or termination.

**G 5.3.7 COMPLETE OPERATIONS COVERAGE**

shall be provided on all Contracts.

**G 6.2 CONTRACTOR'S REPRESENTATIVE ALWAYS PRESENT.**

Supplement to General Conditions Article F 6.2

The Contractor shall give his personal supervision to the faithful prosecution of the work, and in case of his absence, shall have a competent, experienced and reliable foreman or superintendent, acceptable to the Owner, on the site,

who shall follow without delay all instructions of the Owner or the Engineer or their assistants in the prosecution and completion of the work and every part thereof, with full authority to supply men, material, and equipment immediately. Incompetent, inexperienced, unreliable, unruly, uncooperative and/or otherwise unacceptable superintendents or foremen shall be promptly removed and acceptably replaced as ordered by the Engineer.

### **G 6.3 OVERTIME WORK**

Supplement to General Conditions Article F 6.3

Unless otherwise especially permitted, or specifically required by the Contract Documents, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or any legal holiday, except as necessary for the proper care and protection of work already performed. If it shall become absolutely necessary to perform overtime work, the Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. Except for emergencies, no work requiring inspections shall be completed before 8 A.M. or after 4:30 P.M. without prior approval of the Engineer.

#### **G 6.3.1 RECORDS-EMPLOYMENT PREFERENCE-INSURANCE**

Supplement to General Conditions Article F 6.3

The Contractor shall provide statutory benefits, workmen's compensation, unemployment insurance and social security.

The Contractor and subcontractor, if any there be, shall keep the following informative records of this public work project:

- a. Record of hours worked by each workman, laborer and mechanic on each day.
- b. Record of days worked each week by each workman, laborer and mechanic.
- c. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- d. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The Contractor and subcontractors shall keep a record of the actual hours each day that the major items of equipment are used on the work. This will include compressors, shovels, bulldozers, rollers, derricks, cranes, pile drivers, concrete mixer, tugboats, scows, drill boats, and other craft, pumps etc. This list shall be kept available for inspection by the Engineer, and a certified copy shall be submitted to the Engineer if so required prior to the preparation of any estimate for payment.

Insurance against accident for all persons employed shall be as provided by the Workman's Compensation Law of the State of New Jersey.

Each Contractor and subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New Jersey, native born citizens or naturalized, and, in the case of naturalization, the date thereof, and the name of the court in which granted.

#### **G 6.3.2 (NOT IN CONTRACT)**

#### **G 6.7.1 EQUIVALENT QUALITY**

Supplement to General Conditions Article F 6.7.1

Wherever, in the Contract Documents, an article, material, apparatus, product or process is specified in detail or called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall inform the Engineer prior to ordering such substitutes along with the amount of the credit he proposes to allow for the substitution. No substitutions will be evaluated prior to, or at the time of the bid.

Should the Bidder desire to substitute other articles, materials, apparatuses, products or processes which he considers suitable, he shall state in his bid, in the place provided for it, the name of the substitute item and manufacturer and the amount of credit he proposes to allow for the substitution. THIS PROPOSED SUBSTITUTION SHALL NOT CONSTITUTE AN ALTERNATE BID.

The Successful Bidder/Contractor shall furnish such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purposes for which it is intended. The Contractor shall set forth the reasons for desiring to make this substitution.

The Engineer shall be the sole and final authority in the determination of the Equivalent Quality of any and all proposed substitutes.

It is the INTENT OF THESE PROVISIONS that savings made possible by an acceptable substitution shall accrue equally to the benefit of the Owner and Contractor, and the proposed credit must therefore reflect the actual delivered cost difference to the Contractor, as a minimum. This provision shall apply unless specifically altered by the form of the proposal.

Comparison of bids will be on the base bid REQUESTED BY THE OWNER and in accordance with Article B3.4 - Basis of Award found elsewhere in these specifications. The Bidder is specifically alerted to the fact that failure of the Engineer to approve a Contractor requested substitution shall not be the basis for any increase in contract amount and by virtue of the submission of a bid acknowledges that he is specifically familiar with this article of the Contract.

#### **G 6.8.1 SUBCONTRACTING**

The General Conditions Article F 6.8.1 is supplemented as follows:

The Contractor shall not subcontract any part of the work included under this Contract without the previous written consent of the Owner. In making application for subcontracting the portion of the work, the Contractor, in accordance with the Proposal, shall state in writing, the portion of the work which each subcontractor is to do or the material he is to furnish, his place of business, and such other information which may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work or to furnish the materials as called for in the Specifications. Subcontracting, if permitted, shall not relieve the Contractor of any of his obligations under this Contract. Supervision by an expert from a manufacturer does not require approval by the Owner.

The Contractor is required to furnish and the subcontractor shall be required to read the entire specifications and examine every Contract plan before entering into any agreement. Neither the Contractor nor a subcontractor shall file any claims or the Owner accept such claims based upon any misunderstandings of what work he shall do, what materials he must furnish, or how he shall perform the work.

Nothing contained in this Contract shall create any contractual relations between any subcontractor and the Owner.

Within thirty (30) days, and prior to additional payments by the Owner, after any Contractor receives payment for the work performed under this Contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

#### **G 6.8.2 APPROVAL OF SUBCONTRACTORS**

Supplement to General Conditions Article F 6.8.2

The Contractor shall furnish the Owner and Engineer with a complete list of any and all subcontractors, and suppliers of principal items of equipment, he intends to use in completing the work of the project in accordance with the Proposal, including full name, address, telephone number, list of principals, experience record, scope of subcontract, and subcontract amount for approval. If any subcontractor or supplier shall be rejected because same, or a principal of same, is currently on the State of New Jersey list of debarred contractors and suppliers, then the Change Order cost adjustment related to the Contractor providing an acceptable replacement, or doing the subject work himself, shall not apply. The contractor shall not be entitled to any increase in contract price for the replacement of any rejected subcontractor. Any changes or replacement of approved subcontractors during the contract time shall also be subject to the approval of the Owner and Engineer.

#### **G 6.14.3 COMPLIANCE WITH ALL LAWS**

#### Addition to General Conditions Article F 6.14

The Contractor shall keep himself informed and shall comply with all Federal, State and local laws or ordinances as may apply.

Special attention is called to paragraphs of this Contract under Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security, Records-Employment-Preference-Insurance-Assignment of Contract, and to the applicable provisions of the Labor Laws, the Public Health Laws, and the Lien Laws, the Workmen's Compensation Laws, the State Unemployment Insurance Laws, the Federal Social Security Laws, and any and all rules and regulation promulgated by the State of New Jersey, any applicable Federal Law, rule or regulation, any local laws, ordinances, resolutions or regulations of the Owner and all amendments and additions thereto.

#### **G 6.14.4 PATENT RIGHTS AND INFRINGEMENT**

Within these specifications, the requirement of performance criteria and/or certain products or services may be covered by existing patents. Bidders are responsible for ascertaining that means and methods of the products and services which they are providing are not being provided in violation of any such patent rights.

The Contractor shall hold harmless, the Owner, as to any violation to include dollar amounts that could be owing as a result of damages for infringement including potential treble damages as provided under U.S. Patent Law.

The Contractor shall bear responsibility for any and all costs that the Owner incurs in replacing materials and services which are determined to infringe on patent rights, including any and all administrative, legal and other costs incurred as a result of an infringement.

If any product or service proposed to be provided by the Bidder is known by the Bidder to be subject to any existing claims of infringement, the Bidder shall notify the Owner of such claim and provide evidence of financial ability to perform on the above hold harmless requirements.

#### **G 6.20.4 NOTICE FOR WORK NEAR GAS MAINS AND OTHER UTILITIES**

Addition to General Conditions Article F 6.20

The Contractor is required to notify utility companies or municipal owners when construction or blasting or drilling is to be done near pipes conveying combustible gas. The Contractor shall also give ample notice to all private, corporate or municipal owners before work is to be done near any utility or underground facility.

#### **G 6.29.1 RATE OF PROGRESS**

Addition to General Conditions Article F 6.29

If in the opinion of the Engineer, the rate of progress appears at any time to be insufficient to enable the work to be completed within the time specified, he may order the Contractor to speed the prosecution of his work by supplying additional men, materials, and equipment, by following different methods of construction, or otherwise. Failure of the Engineer to so order the Contractor shall not relieve the Contractor from his obligation to complete the work within the time specified, nor shall compliance with the order subject the Owner to claim for extra compensation.

#### **G 6.30 RISKS AND INDEMNIFICATIONS ASSUMED BY CONTRACTOR**

Supplement to General Conditions Article F 6.30

The Contractor shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, of the Engineer, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Owner, subsequent to the acceptance of his proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.

3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefor shall release the Contractor from his obligation under this Article, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this Contract.

#### **G 9.4.1 DRAWINGS MAY BE SUPPLEMENTED**

Addition to General Conditions Article F 9.4

The Contract Drawings may be supplemented from time to time by the Engineer and/or as the work progresses, by the Contractor, subject to approval by the Engineer, and as may be required to illustrate the work.

Supplementary drawings when issued by the Engineer will be furnished to the Contractor or Contractors affected by such drawings.

Supplementary drawings when issued by the Contractor shall, after approval by the Engineer, be furnished in sufficient quantity to those other Contractors, if any there be, who in the opinion of the Engineer are affected by such drawings at no additional cost to the Owner.

#### **G 9.11.1 DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES**

Addition to General Conditions Article F 9.11

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with, or is not required by the terms and provisions of this Contract, he must promptly within five (5) calendar days after being directed to perform such work, notify the Engineer in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply.

In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction notify the Engineer, in writing, that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages thereof.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, material, equipment and other costs of such damages incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Owner, produce for examination by duly appointed representative of the Owner, all his books of accounts, bills, invoices, payrolls, sub-contracts, timebooks, daily records, canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by any duly appointed representative designated by the Owner to investigate claims made against the Owner. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves for examination as aforesaid, the Owner shall be released from all claims arising under, relating to or by reason of this contract, the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the Owner to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

The making and acceptance of final payment will constitute a waiver of all claims by contractor against Owner other than those previously made in writing and still unsettled. Before the final acceptance of the work by the Owner, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor, until the matter in question has been adjusted.

### **DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A: 1 1-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

#### **G 11.1.1 ENGINEERING CHARGES**

Added to General Conditions Article F 11.1

When the work embraced in the Contract is not completed within the contract time, engineering and inspection expenses incurred by the Owner upon the work from the completion date originally fixed in the Contract after taking into consideration any approved time extensions, to the final date of completion of the work and or overtime expenses for inspection after or before established work hours, may be charged to the Contractor and be deducted from the final moneys due the Contractor. Extra work or supplemental contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration of the Owner before assessing engineering and inspection charges against the Contractor. Such deduction may be in addition to deductions for Liquidated Damages.

#### **G 12.0 TIME EXTENSIONS**

Addition to General Conditions Article F 12

The Engineer reserves the right to suspend the work wholly or in part for such a period or periods as he may deem necessary, when in his opinion weather or other circumstances or conditions are unsuitable for the proper prosecution of the work.

In addition, the Contractor may, of his own volition, re-question the right to suspend work for reasons of a long period of inclement weather, for delays beyond his control in obtaining key material and equipment or otherwise. The Engineer may permit such suspension subject to the approval of the Owner or may reject the Contractor's application and direct him to proceed with the work.

If, due to a continuation of unsatisfactory weather or other conditions, it becomes necessary to close the work, the Contractor shall at his own sole cost and expense perform such incidental work as may be required to protect the work already completed and to provide means for the full and safe use of the area involved in his operations.

An extension of time of completion may be considered provided that in the opinion of the Engineer, work of other Contractors in adjacent areas or work of public utility corporations and other public or private parties or other valid

causes have ACTUALLY DELAYED or will delay completion and further provided that the Contractor has diligently complied with those sections of the Contract Documents governing the progress of the work and cooperation with other Contractors. No allowance will be recommended for ordinary delays incident to work of this character. No claims for extension of time will be considered unless the Contractor shall have filed either a written claim or a written notice of intent to make such claim within thirty (30) calendar days after the start of the condition or cause upon which said claim is based.

The Owner will be the final judge of the validity of claims for time extensions, and the time granted, if any, will be that period that the Owner considers as an actual delay sufficient to cause the postponement of the completion of this Contract. The time extension granted may not coincide with the number of days requested by the Contractor for that particular item because there may be other items of work under construction at the same time on which claims merit similar consideration. In other words, concurrent delays will not be allowed in full by the Owner.

Time extensions when and if allowed by the Owner will be in lieu of money damages, and if accepted by the Contractor, automatically gives the Owner and Engineer due notice of the intent of waiving all claims for money damages.

### **G 12.3.1 TIME OF ESSENCE**

Addition to General Conditions Article F 12.3

Inasmuch as the provision of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence in the contract. TIME IS OF THE ESSENCE OF THIS CONTRACT.

### **G 14.0 COMPENSATION - NON-DIRECT PAYMENT ITEMS**

Addition to General Conditions Article F 14

No direct payment will be made for work done or materials furnished to comply with the requirements of the General Conditions or the Information for Bidders or any other general section of these specifications (except where expressly stated elsewhere), but all compensation shall be considered to have been included in the prices bid for the various bid items.

#### **G 14.2.1 ESTIMATES AND PAYMENTS**

The following is added to General Conditions Article F 14.2

The Contractor may, from time to time as the work progresses but not more often than once a month, on such days as the Owner may fix, make an approximate estimate in writing to the Engineer such as in the Engineer's opinion shall be just and fair, of the amount and value of the work done and materials incorporated into the work since the commencement of the Contract by the Contractor in his performance of the same. At the option of the Engineer allowances may be included in such estimates for material delivered and properly stored on the site preparatory to use in the work. Allowances for such material shall not exceed ninety (90) percent of the cost of the material but such percentage up to this limit shall be at the sole discretion of the Engineer. The Engineer shall and will review the Contractor's estimate, and when verified to be just and fair shall approve same for payment by the Owner.

The amount of any estimate, based upon the unit prices contained in the proposal and including any allowance for approved extra work less a fixed percentage retained and less the total sum previously paid on former estimates shall constitute the payment due and to be made to the Contractor within a reasonable time after the date of such estimate (except in case of Final Estimate). On all estimates except the final, the fixed percentage retained shall be in accordance with N.J.S.A. 40A:11, such retained amounts being held until the final estimates except as hereafter provided.

Per N.J.S.A. 40A:11, the New Jersey Local Public Contracts Law, and particularly N.J.S.A. 40A:11-16.1 and 40A:11-16.3, maximum of two percent (2%) withheld from the amount due on partial (progress) payments pending completion of the contract or agreement.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Engineer as required elsewhere herein and after acceptance has been given by the Owner.

The final payment due under the contract will be held for a period of sixty (60) days after the project's acceptance for purposes of the Municipal Mechanics Lien Law.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and this determination as to the quantities involved in the contract shall be accepted as final, conclusive, and binding upon the Contractor. However, the Contractor may check such measurements if he so desires.

An increase or decrease in quantity for any unit price item of the proposal shall not be regarded as a sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work.

For computation of the quantities to be paid for under the various items of this contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

Retainage through the course of the project progress payments is limited to two percent (2%) and same will be released to the Contractor upon completion of all the requirements and terms of the contract agreement.

If required in the Proposal, the Contractor shall provide a Maintenance Guarantee Bond in the length of term and amount stated commencing the date of final project acceptance by the Owner and issued by a surety acceptable to the Owner; having the same qualifications as the sureties required on the Bid Bond, Performance and Labor and Materials Payment Bond; and conforming with the requirements of General Conditions F 5.1, F 5.2.

Release of the Maintenance Guarantee Bond less whatever expenditures that may have been necessary by the Owner for and incidental to repairs or replacements shall be made at the expiration of the term of said bond.

#### **G 14.4 PROGRESS PAYMENTS**

The third section of Paragraph 14.4 General Conditions shall be modified as follows:

"The Owner shall, within sixty (60) days of presentations to him of an approved application of payment, with the exception of the application for final payment, pay the contractor the amount approved by the Engineer.

The Contractor shall submit up-to-date Monthly Project Workforce Reports in accordance with Section B 2.12, Article 2.(D) and Section G 18.1 requirements and certified payroll records in accordance with Section G 18.3 requirements. Such reports and records shall be current as of the date of the request for payment or the Owner will withhold such progress or final payments until such time as the Contractor complies."

#### **G 14.15.1 ACCEPTANCE OF WORK BY OWNER NOT A WAIVER OF CONTRACT**

General Conditions Article F 14.15 is supplemented as follows:

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate of the Engineer, or any officer, agent or employee of the Owner, nor any extension of time, nor any possession taken by the Owner, nor any permission or direction to continue with the performance or work, nor any performance by the Owner of any of the Contractor's duties or obligations, nor any other thing done or omitted to be done by the Owner, its officers, agents or employees, shall be deemed to be a waiver of any provision of this Contract or of any rights or remedies to which the Owner may be entitled because of any breach thereof, EXCEPTING ONLY A RESOLUTION BY THE OWNER PROVIDING EXPRESSLY FOR SUCH WAIVER. No cancellation, revision, or annulment hereof in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Owner may be entitled because of such breach. Moreover no waiver by the Owner of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

#### **G 17.2.3 TIME OF COMPLETION**

Addition to General Conditions Article F 17.2

All work (except such items as specifically ordered or permitted by the Engineer in writing to be done at a later date) called for under the provisions of this Contract shall be completed within the number of consecutive calendar days or working days stated in the proposal, after the time of starting set forth in Articles F 2.3 and G 2.3.

#### **G 18.1 MANDATORY AFFIRMATIVE ACTION LANGUAGE – CONSTRUCTION CONTRACTS**

(REVISED 9/07)

**EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27****CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority

and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective

bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

### **G 18.2 MINIMUM WAGE RATES**

The Contractor and all subcontractors shall pay to all laborers, mechanics, operators, and etc. employed for the construction covered by this Contract not less than the minimum prevailing rates of pay and benefits as determined by the New Jersey Department of Labor and Industry. A copy of these rates is included in the back of this section. The Contractor is responsible to comply with the regulations of the Department of Labor and Industry and shall provide that Department with the information required. Upon award of the Contract, the Contractor shall request from the Engineer a copy of the prevailing wage rates which is to be posted in a prominent and easily accessible place at the site of the work or at such places as are used to pay workmen their wages.

In addition, and ONLY IF THE PROJECT IS PARTIALLY OR TOTALLY FUNDED WITH FEDERAL FUNDS, the Contractor and all subcontractors, agree to pay all laborers, and etc. employed for the work of this Contract not less than the minimum prevailing rates of pay and benefits as determined by the Federal Government applicable to the general location of the project.

Prevailing minimum wage rates applicable to this project are incorporated in these documents in the back of this section and form a part of the Contract Agreement.

### **G 18.3 CERTIFIED PAYROLL RECORDS**

The Contractor and all subcontractors shall comply with all provisions of N.J.A.C. 12:60-1 et seq. and specifically the public work employers (Contractors and subcontractors) shall submit to the Owner certified payroll records each payroll period within 10 days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested to by the employer, or the Owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer."

The Owner shall then receive, file and store, in a depository of their choice, said certified payroll records and shall make said records available for inspection during normal business hours.

A copy of the certified payroll form for submission of the payroll records may be obtained by contacting the Department of Labor, Division of Workplace Standards at (609) 292-2283.

**G 19.0 AMERICANS WITH DISABILITIES ACT OF 1990 - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

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

The contractor and the Township of Howell, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 any 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SECTION HENUMERATION OF PLANS AND SPECIFICATIONS

The following are plans (also called drawings) which form part of this contract:

GENERAL TITLE

CITY OF CAMDEN  
CAMDEN COUNTY, NEW JERSEY

**2024 NJDOT ROAD PROGRAM**

Contract No. 115.CY00604.C01

FILE NUMBER 115.CY00604.C01

<u>SHEET NUMBER</u>	<u>SPECIFIC TITLE</u>
1	COVER & INDEX SHEET
2	LEGEND & GENERAL NOTES
3	CONSTRUCTION TABLE QUANTITIES
4-8	CONSTRUCTION PLANS
9-10	ADA CURB RAMP DETAILS
11-18	CONSTRUCTION DETAILS
19	TRAFFIC CONTROL DETAILS

TECHNICAL SPECIFICATIONS  
CONSIST OF DIVISIONS

- 1 - General Requirements
- 2 - Site Work

CITY OF CAMDEN  
CAMDEN COUNTY, NEW JERSEY  
**2024 NJDOT ROAD PROGRAM**

SPECIAL PROVISIONS

1. Existing Utilities

The contractor shall coordinate all work with the utility companies in the areas of construction. Information regarding existing utilities has been collected from various sources and the contractor is advised that underground object locations, elevations, or types are not warranted to be approximately correct. Nor can they be assumed to be the only subsurface objects, proposed or existing, which may be encountered during the excavation of the work. The contractor shall make all necessary investigations prior to bidding to satisfy himself as to the existing conditions.

2. Pre-Construction Conference

The contractor shall be required to attend a pre-construction conference prior to the start of work. Subcontractors of major components of the project should also plan to attend.

3. Contractor's Progress Schedule and Schedule of Values

The contractor shall submit a proposed schedule of operation for the project prior to commencement of construction that clearly indicates how he proposes to conduct the work to bring about the completion of the projects within the Contract Time.

The contractor shall also provide a Schedule of Values detailing an itemized breakdown of all lump sum bid items for progress payment purposes. Said Schedule shall be submitted to and approved by the Engineer prior to the first request for payment submittal.

4. Construction Contingencies

The contractor's attention is specifically directed to the fact that various items and extra quantities have been included in the bid form for contingency purposes in conjunction with this project.

Accordingly, the contractor is hereby advised prior to submitting his bid that he shall take into account the fact that contingencies have been included in the items and that portions of certain items or entire items may not be utilized by the Owner, depending upon the conditions encountered during the work.

To that end, the initial contract award amount may be higher than the final contract amount, depending upon the actual conditions encountered.

The contractor should satisfy himself by personal examination of location of the proposed work and surroundings thereof, and by such other means that he prefers, and shall not at any time after submission of the bid, dispute the original estimate of the work, nor assert that there was any misunderstanding in regard to the contingencies included in the quantities.

5. Permits

The contractor shall be responsible for applying for and obtaining all sub-code permits necessary for any/all components of construction in accordance with existing local, county and state regulations.

SPECIAL PROVISIONS6. Tree Removal

The contractor is hereby specifically advised that special care during tree removal and trimming is required to ensure tree saving as directed by the Owner or Engineer. Specific requirements are detailed in Division 2 of these specifications. Tree removal and trimming shall be reviewed with the Engineer for approval a minimum of 48 hours prior to the start of same.

7. Resident Notification

The Contractor is hereby advised that prior to any work, proper notification must be provided to residents in the associated work areas by the contractor. Pedestrian access in accordance with all ADA requirements, as well as vehicular access must be maintained at all times throughout the construction process.

8. Special Site Conditions

The contractor shall provide, install and maintain (on a daily basis) fencing, barricades or other suitable materials to protect all active construction areas, newly installed surfaces and construction equipment/supplies from unauthorized access and/or damage during the contract time. No opening or excavations will be permitted overnight.

Methods and materials for said protection measures shall be approved by, and coordinated with, the Owner and Engineer.

Separate payment for said protection measures will not be made. Cost of same shall be included in all contract items requiring protection.

9. Special Attention to Existing Conditions

It is recommended that the bidder visit the site(s) during preparation of his bid to ensure a full understanding of existing landscaping, fencing, vegetation, guide rail, landscaping walls and other amenities that may be disturbed and require to be restored under this contract.

10. Sprinklers/Irrigation Systems

The Contractor is advised that there may be sprinkler lines and heads located within the grass strip between the curb and sidewalk or just outside the edge of pavement where no curb exists. The Contractor shall make every effort to protect the existing sprinkler lines and heads during construction. Damaged sprinkler lines or heads as a result of construction shall be repaired by the Contractor at no cost to the owner.

11. Project Schedule

It is intended that work shall commence immediately after contract award and completed before the winter season. Should work be required to be temporarily suspended due to weather, no additional compensation will be made to winterize site, maintain site, de-stabilize site, or remobilize.

12. Pre-Construction Video

Contractor is responsible for providing a pre-construction video to owner and engineer. No separate payment will be made.

## SPECIFICATIONS

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## SPECIFICATIONS

### DIVISION 1 - GENERAL REQUIREMENTS

#### **1-2.6 PROGRESS SCHEDULE. - Supplement to General Conditions Article F 2.6**

Within ten (10) days after the award of the Contract, the Contractor shall submit in writing a proposed program of operation, showing clearly how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be so scheduled that the work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment.

This plan of operation may be adjusted and revised as the work progresses, but such changes must have at all times the approval of the Engineer.

In any event it shall be the purpose of the progress schedule to guide the course of the work, and strict adherence to it will be demanded by the Engineer.

If all or part of the work of the Contract will be substantially delayed by the extremes of winter weather, the Contractor shall anticipate such delays, shall prepare his progress schedule in a manner that will minimize the overall effect of such anticipated weather delays, and shall periodically update said schedule in accordance with actual weather delays experienced to that date and anticipated for any subsequent period.

#### **1-4.1 BOUNDARIES OF THE WORK. - Supplement to General Conditions Article F 4.1**

The Contractor shall obtain from the Owner all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy them.

He shall also obtain from the Municipality, County and/or NJDOT required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the site or sites of his work, and he shall comply with the requirements of these public agencies.

#### **1-4.4 LINES AND GRADES. - Supplement to General Conditions Article F 4.4**

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

Primary reference points for the laying out of the work shall be provided by the Owner.

Lines and grades will be set by a N.J. Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses and will be located to cause as little inconvenience to the prosecution of the work as possible.

The Contractor shall so place excavation and other materials so as to cause no inconvenience in the use of the lines and grades established. He shall remove any obstructions placed by him contrary to this provision.

The Contractor shall furnish and maintain at his own expense, stakes, and other such materials, and give such assistance, including qualified helpers, as may be required for setting line and checking grade marks.

The Contractor shall provide grade sheets at least two (2) working days in advance of the time same will be needed for review, and shall keep the Engineer informed of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the giving of lines and grades, but, when necessary, working operations shall be suspended for such reasonable times as Contractor's surveyor may require for this purpose.

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, re-established them and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes, and marks. Replacement of disturbed or destroyed Principal reference points shall be completed by a N.J. Licensed Land Surveyor, acceptable to the Owner and Engineer, and at the Contractor's expense.

### **1-6.3 WORK IN BAD WEATHER. - Supplement to General Conditions Article F 6.3**

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter, and other facilities as directed and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

#### **1-6.4.1 CONTRACTOR'S OFFICE. - Supplement to General Conditions Article F 6.4**

Unless specifically waived in the Proposal, the Contractor shall erect, furnish and maintain a field office, with a telephone at the site during the entire period of construction. He or an authorized agent shall be present at said office at all times or at definite times while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at said field office. This office shall be suitably heated and shall be equipped with proper sanitary facilities.

#### **1-6.4.2 WATER AND ELECTRICITY. - Supplement to General Conditions Article F 6.4**

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

#### **1-6.4.3 HEATING - Supplement to General Conditions Article F 6.4**

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

#### **1-6.4.4 TRAFFIC PROTECTION AND PARKING OF CARS - Supplement to General Conditions Article F 6.4**

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that the cars belonging to his workmen are parked in areas permitted by the municipal authorities.

He shall take particular care to provide access to adjacent property, both for ordinary traffic and emergency vehicles. Access to fire hydrants shall be kept clear at all times.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project area controlled by competent Flagmen as necessary. IMMEDIATE clearance through the project area shall be furnished for Fire/Rescue/Police Vehicles and School Buses. If necessary, work shall be temporarily suspended to permit the immediate passage of Fire/Rescue/Police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route for a duration of time.

Whenever it is necessary to maintain only a single line of traffic, the contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor will be required to prevent the formation and flying of dust to the satisfaction of the Engineer by the use of water or chemicals.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with red flashing lights battery operated not more than five feet apart and not less than three lights shall be used.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times, and all operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described shall be included in the prices bid for the various items scheduled in the Proposal.

**1-6.4.5 SURFACE DRAINAGE. - Supplement to General Conditions Article F 6.4**

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be deemed included in the unit or lump sum prices for the various items of work to be done under the Contract.

**1-6.4.6 ENGINEER'S FIELD OFFICE. - Supplement to General Conditions Article F 6.4**

If not waived by the terms of the proposal and contract agreement, the contractor shall furnish Engineer's Field Office, provide the necessary utilities for same, including heat, light, potable water, power, telephone, toilet facilities, janitorial supplies and services, and waste disposal, and shall pay all costs associated with same and fully complying with the following particulars. No separate payment will be made for these facilities and all costs related to same are to be included in the respective bid prices in the Proposal.

**1-6.5 DOMESTIC MATERIAL - Supplement to General Conditions Article F 6.5**

The contractor during the course of this contract agrees to use, supply or deliver only such manufactured articles, materials and supplies as have been manufactured in the United States substantially from articles, materials and supplies mined, produced or manufactured in the United States, wherever available.

**1-6.17.1 SANITARY-REGULATIONS. - Supplement to General Conditions Article F 6.17**

Toilet accommodations properly secluded from observation shall be erected and maintained by the Contractor, in such a manner and in such locations as approved by the Board of Health, and their use shall be strictly enforced.

The building of shanties or other structures for housing the men, tools, machinery or supplies, will be permitted only at approved places and the sanitary conditions of the ground in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

**1-6.17.2 FINAL CLEANING. - Supplement to General Conditions Article F 6.17**

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

**1-6.20.2 PROTECTION OF WORK UNTIL COMPLETION. - Supplement to General Conditions Article F 6.20.2**

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Contractor shall take proper precautions to protect the finished work from loss or damage, pending completion and the acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the contractor shall forthwith repair, replace and make good the work without additional compensation or extension of time therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

The contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work, whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for other items scheduled in the Proposal. In the event that the contractor fails to maintain safe traffic conditions and job conditions, the Municipality may after failure of the contractor to provide safe traffic conditions, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the contractor.

**1-6.20.3.1 CARE OF PUBLIC AND PRIVATE PROPERTY - Supplement to General Conditions Article F 6.20.3**

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

**1-6.20.3.2 PROTECTION AND REPLACEMENT OF SUBSURFACE STRUCTURES AND UTILITIES - Supplement to General Conditions Article F 6.20.3**

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible FOR ALL DAMAGES to all utilities or other underground or surface structures whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them IF THEY ARE DAMAGED AS A RESULT OF OPERATIONS UNDER THIS CONTRACT.

In the event that UNDERGROUND STRUCTURE OR UTILITIES are disclosed by the Contractor's operations THAT OCCUPY THE SAME SPACE AS REQUIRED BY INSTALLATIONS UNDER THIS CONTRACT, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

- a. Where it develops that the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.
- b. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for the same, and will in turn be reimbursed by the Owner for the amount paid thereon plus five percent (5%).

- c. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed as set forth under Article G 10.1.1, entitled, "Extra Work - Increased Compensation". This provision shall likewise apply to instances under (a) and (b) above, where the contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the utilities for this work to be done.

If, in the opinion of the Engineer, it is necessary to install temporary lines, to prevent interruptions in utility service to residents, the Contractor shall install or have installed the temporary lines necessary to provide service. He shall maintain and protect such lines during the course of the work and shall remove them when permanent connections have been made unless otherwise directed by the Engineer. The costs therefore shall be assumed by the Contractor in all cases excepting only where the structure or utility requiring such temporary replacement, occupies the same space as that needed for installations under this Contract, in which event the procedures for compensation listed under (a), (b) and (c) in this Article will be followed.

Such work shall be performed to the satisfaction of the Engineer.

Where the Owner's storm drains, sewer lines, or water mains are encountered and repair, replacement, or relocation is necessary before work can proceed, the Contractor shall carry out the work promptly as directed by the Engineer.

#### **1-6.20.4 ACCIDENT PREVENTION AND FIRST AID - Supplement to General Condition F 6.20**

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the U.S. Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in contravention of applicable law. The Contractor shall provide suitable barricades, red lights, "Danger" or "Caution" signs and watchmen at all places where the work constitutes in any way a hazard to the public, or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times when men are employed on the work.

##### **1-6.20.4.1 CONTRACTOR'S SIGNS. - Supplement to General Conditions Article F 6.20**

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the opinion of the Engineer in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white striped. Warning and detour signs and barricades and other safety devices shall be reflectorized painted or lighted, and maintained.

##### **1-6.20.4.2 WATCHMEN & FLAGMEN - Supplement to General Conditions Article F 6.20**

Watchmen and/or Flagmen shall be furnished and shall be on duty appropriate to carry out the Contractor's responsibility for safety and protection.

#### **1-6.23.1 WORKING DRAWINGS - Addition to General Conditions Article F 6.23**

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for materials, workmanship and Contract Items. These drawings will be known as "Working Drawings."

The drawings shall be numbered to coincide with the Division and article of the specifications related to same, and consecutively numbered for all individual drawings for a particular item or items related to the particular division and article and shall accurately and distinctly present the following:

- a. All work and erection dimensions.
- b. Arrangement and sectional views.
- c. Necessary details, including complete information or making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number, Contract Item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

- a. The contractor shall submit for approval two prints and one reproducible sepia copy, or six prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.
- b. When a drawing is satisfactory to the Engineer, it will be stamped "NO EXCEPTIONS TAKEN", be dated, and two copies thereof will be returned to the Contractor by letter.
- c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "REVISE AND RESUBMIT", or "REJECTED", and will return one copy thereof to the contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit two prints and one reproducible sepia copy of the drawing for approval, within five (5) working days of the date of rejection.

The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "NO EXCEPTIONS TAKEN" thereof is obtained.

### **1-13.2 INSPECTION. - Supplement to General Conditions Article F 13.2**

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefore.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent time, from the recovery of damages or of such a sum of money as may be needed to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

### **1-13.3 NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR. Supplement to General Conditions**

### Article F 13.3

Certain items in the work will require special inspection by the Engineer and/or his inspectors. The Engineer will so specify these items to the Contractor during the course of the work; whereupon the Contractor, before proceeding with such specified items, shall give two working days written notice in advance to the Engineer, for the purpose of scheduling and providing such inspection service.

#### 1-13.10 STOPPING WORK - Supplement to General Conditions Article F 13.10

The Engineer, acting as the Owner's representative, may stop, by written order, or a verbal order confirmed in writing within twenty-four hours, any work or any part of the work under the Contract if in his opinion the methods or materials employed are unsafe, improper or defective. When work is so stopped, it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing. Work may also be stopped by the Engineer or required to be postponed for an adequate period of time if the work interferes with, or unduly interrupts the operation of existing utilities. The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all locations of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocations to minimize possible or actual delay to planned progress.

#### 1-18.1 PROJECT PHOTOGRAPHS

IF REQUIRED BY THE TERMS OF THE PROPOSAL and Contract Agreement, only, the Contractor shall provide three sets of acceptable, unretouched 8"x10" glossy, cloth mounted 8-1/2"x11" format, properly identified Pre-construction, Progress, and Final Construction Project Photographs comprising not less than the total number of individual prints stipulated in the proposal, with the cost of same included in the various prices bid. All project photographs shall conform with the following particulars and be delivered as required hereinafter.

A pre-construction DVD, containing properly identified pre-construction photos, may be submitted in lieu of physical pictures.

#### 1-19.1 ABBREVIATIONS

Where any of the following abbreviations are used in the Specifications they shall have the meaning set forth opposite each.

ACI	American Concrete Institute
ASTM	American Society for Testing Materials
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
ASME	American Society of Mechanical Engineers
NBS	National Bureau of Standards
AIEE	American Institute of Electrical Engineers
AASHO	American Association of State Highway Officials
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code, latest edition
AISC	American Institute of Steel Construction
ASA	American Standards Association
AWS	American Welding Standards

#### FEDERAL SPECIFICATIONS

Federal Specifications issued by the Federal Supply Service of the General Services Administration, Washington, D.C.

#### 125 LB. AMERICAN STANDARD

American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

USS GAUGE United States Standard Gauge

N.J.D.O.T.S.S. New Jersey Department of Transportation Standard Specifications, 2007 (as amended)

GPD	Gallons per day
MGD	Million gallons per day
GPM	Gallons per minute
CFS	Cubic feet per second

#### SPECIFICATION ABBREVIATIONS

Omission in wording. For brevity, some sentences are incomplete and such words and phrases as "the contractor shall", in conformity therewith", "shall be", "as noted on drawing", "according to the drawings", "a", "an", "the" and "all" which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

The contractor shall provide all items, articles, materials, operating methods lists, mentioned or scheduled on drawings or in specifications, including all labor, materials, equipment, incidentals necessary and required for their completion.

Approvals, etc., wherever the words "approved", "satisfactory", "direct", "submitted", "inspected" or similar words or phrases are used, it shall be assumed that the word "Engineer" or one of their representatives follows the verb as the object of the clause, such as "approved by the Engineer" and "submitted to the Engineer".

References to the Standard Specifications or manufacturer's installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

Terminology: Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings.

1. "Acceptable", "equal to", "proper", and other qualifying terms imply the judgment by the Architect/Engineer.
2. "Approved", or "Approval" means any equipment, item or material approved by the Architect/Engineer.
3. "Approved equal" means any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.
4. "Concealed" means work which is not exposed to view when the project is complete.
5. "Exposed" means work which remains exposed to view when the project is complete.
6. "Delivery" means unloading and storing at the site.
7. "Furnish" means to supply and deliver to the job.
8. "Governmental" means all Municipal, County, State and Federal government agencies.
9. "Install" means complete erection and connection of work.
10. "Piping" includes piping and all fittings, valves, hangers and other accessories related to piping.
11. "Provide" means "furnish" and "install" as defined above.
12. Words in singular form shall include as many such devices as are required to complete the work.

#### **1-20 EXISTING UTILITIES**

Prior to the start of any excavation work, the contractor shall contact the various utility companies in order to obtain firsthand information of underground piping and conduits:

**NEW JERSEY AMERICAN WATER**  
 149 Yellowbrook Road – Suite 109  
 Farmingdale, NJ 07727

732-730-5837  
Attn: Antonio Rodrigues

**CABLEVISION OF MONMOUTH**  
40 Pine Street  
Tinton Falls, NJ 07753  
Attn: Paul R. Kostyz  
Telephone # 732-922-6700 Ext. 3285

**VERIZON**  
10 Tansboro Road  
Berlin, NJ 08009  
Telephone # 856-306-8588

**NEW JERSEY NATURAL GAS COMPANY**  
1415 Wyckoff Road  
Wall, NJ 07719  
Telephone # 732-938-1179

**JERSEY CENTRAL POWER AND LIGHT**  
1 River Center  
331 Newman Springs Road  
Building 3  
Red Bank, NJ 07701  
Attn: William Uellner  
Telephone # 732-212-4246

**MANASQUAN RIVER SEWERAGE AUTHORITY**  
PO Box 646  
Farmingdale, NJ 07727  
Telephone # 732-431-8185

The following are to be notified at least two working days in advance of any temporary restriction to traffic, or detours related to construction activity:

**HOWELL TOWNSHIP POLICE DEPARTMENT**  
251 Preventorium Road  
Howell, NJ 07731  
Attn: Ptl. Kyle Bush – Traffic Safety Unit  
Telephone # 732-938-4575 x 2667

# State of New Jersey Department of Transportation



## Special Provisions For State Aid Projects

**FY 2019 Edition**  
**Revision 35: June 2025**

## **SPECIAL PROVISIONS**

### **AUTHORIZATION OF CONTRACT**

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

### **SPECIFICATIONS TO BE USED**

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

These Special Provisions consist of the following:

Pages 1 to 100 inclusive.

The following additional project specific Attachments are located at the end of these Special Provisions:

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevaling\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevaling_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

### **GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

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

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

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

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

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

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. [Payroll Requirements](#) for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. [Americans with Disabilities Act](#) Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

The following additional project specific Attachments are located at the end of these Special Provisions:

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

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

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

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

The approved 2024 Capital Program has an item with \$ 1.240 million for the construction of the Project.

The Department anticipates that the balance of the funds necessary to complete the Project will be provided during Federal FY 2024.

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

#### 101.03 TERMS

THE FOLLOWING TERM IS ADDED:

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

**Completion.** When all of the following have occurred:

PART (1) IS CHANGED TO:

1. The Work has been satisfactorily completed in all respects according to the Contract including landscaping Items listed in 811.04, removal of SESC measures, FINAL CLEANUP, and repair of unacceptable work.

THE FOLLOWING IS OMITTED:

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

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

ADD THE FOLLOWING TERM:

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

REVISE THE FOLLOWING TERM:

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

#### **101.04 INQUIRIES REGARDING THE PROJECT**

##### **2. After Award of Contract.**

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

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

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

THE FIRST PARAGRAPH IS CHANGED TO:

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

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

THE FOLLOWING IS ADDED:

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

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

Project Manager: Bennett Matlack, PE  
Email Address: bmatlack@cmeusa1.com  
Mailing Address: 1 Market Street Camden, NJ 08102

### **1. Evaluation of Subsurface and Surface Conditions.**

## **102.07 PREPARATION OF THE BID**

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

## **102.10 SUBMISSION OF THE BID**

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder 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 for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

## **102.13.01 BIDDER PRE-AWARD REQUIREMENTS**

### **A. Federal Aid Projects**

This section intentionally left blank.

PART C IS CHANGED TO:

### **C. All Projects.** Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs).

2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.

THE FOLLOWING IS ADDED IN PART C:

3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.

THE FOLLOWING IS ADDED IN PART C:

4. On the "Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-60.1, that neither the Bidder nor its affiliates are engaged in prohibited activities in Russia or Belarus as defined therein.

THE FOLLOWING IS ADDED IN PART C:

5. Submit proof of valid Public Works Contractor Registration issued by the New Jersey Department of Labor, Division of Wage and Hour Compliance according to N.J.S.A. 34:11-56.48, *et seq.*

THE FOLLOWING IS ADDED TO PART C:

6. N.J.S.A. 34:1A-1.16 authorized the New Jersey Department of Labor and Workforce Development (NJDOLE) to create a list on its website, dubbed the Workplace Accountability in Labor List (WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOLE for such violation. Any person or business named on the WALL is prohibited from contracting with the Department until that person or business has been removed from the WALL. The WALL is found at <https://www.nj.gov/labor/ea/osec/wall.shtml>

## **102.15 DISQUALIFICATION OF BIDDERS**

THE SECOND PARAGRAPH IS CHANGED TO:

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

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise/Small Business Enterprise Participation.
4. Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE, ESBE or SBE goal.

5. Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE/ESBE/SBE Firm (Form CR-273) for each DBE/ESBE/SBE firm listed on the CR-266. The Bidder shall not complete any portion of the CR-273 form.
6. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for each DBE/ESBE/SBE firm listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-274 form.
7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-272 form.
8. Failure of the Bidder to meet the Contract DBE, ESBE, or SBE goal as determined by the DCR/AA, or make adequate good faith efforts to do so.
9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
11. Lack of competency or lack of adequate machinery, plant, or other equipment.
12. Unsatisfactory performance on previous or current contracts.
13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at <https://www.sam.gov/SAM/> for federally assisted contracts.
17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

18. The Bidder is listed on the Workplace Accountability in Labor List (WALL), prohibiting the Bidder from public contracting under N.J.S.A. 34:1A-1.16, the law establishing the WALL.

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

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

THE FIRST PARAGRAPH IS CHANGED TO:

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

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

## **103.05 ESCROW BID DOCUMENTS**

### **103.05.A ESCROW BID DOCUMENTS**

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

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

## **SECTION 104 – SCOPE OF WORK**

### **104.02 VALUE ENGINEERING**

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

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

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

The Department has the right to make changes to the Work at any time, including altering the Contract, altering the requirements of an Item, increasing, or decreasing the quantities of any Item, or deleting any Item. Such changes neither invalidate the Contract, nor release the Surety. The Contractor agrees to perform the Work as changed. If the Contractor does not perform, or refuses to perform the Work as changed, the Department may perform the work with its own forces. If the Department mobilizes its forces to perform the work, the Contractor agrees to pay the Department's cost of performing the work including the cost of material and labor used and the actual costs for police traffic protection and maintenance and protection of traffic as specified in 107.16.

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

THE SUBPART IS CHANGED TO:

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

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

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

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

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

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

### **104.03.03 Types of Changes**

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

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

THE THIRD PARAGRAPH IS CHANGED TO:

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

### **104.03.07 Tracking Costs**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

### **104.03.08 Force Account**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

### **104.03.09 Delay Damages**

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

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

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

THE FOLLOWING IS ADDED:

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

## **SECTION 105 – CONTROL OF WORK**

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

#### **105.01.01 RE**

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

#### **105.01.03 Contractor Performance Evaluation**

REVISE SECTION **105.01.03** TO:

This section intentionally left blank.

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

#### **105.02.05 Civil Rights Requirements**

REVISE SECTION **105.02.05.1** TO THE FOLLOWING :

1. **Federal Aid projects.** This section intentionally left blank.

REVISE THE FIRST LINE OF SECTION **105.02.05.2** TO THE FOLLOWING:

- 2. Wholly State Funded Contracts.** When applicable for wholly State Funded contracts under the jurisdiction of New Jersey Statutes N.J.S.A. 10:5-31 et seq., State EEO regulations and goals apply as specified in State Funded Project Attachments 1 to 6 of the Special Provisions.

THE THIRD PARAGRAPH IS CHANGED TO:

Ensure compliance with the labor standards provisions of the Contract. Submit weekly certified payrolls and Statement of Compliance on NJ Department of Labor and Workforce Development Form MW-562 – Payroll Certification for Public Works Projects as required in the Contract to the RE, and also upload the weekly certified payroll online using the following link: <https://www.nj.gov/labor/wageandhour/prevaling-rates/njwagehub.shtml>. Monitor and verify the status of all SBE truck owner-operators working on wholly State Funded highway construction projects used for the Contract. Failure of a Contractor may result in payment being delayed or withheld as specified in Section 105; default as specified in Section 108, or termination of the Contract as specified in Section 108.

**a. Small Business Goals for This Project**

THE LAST PARAGRAPH IN PART A IS CHANGED TO:

If the Contractor fails to meet the Contract SBE goal, without demonstrating an adequate GFE as determined by DCRAA, the Department will make a payment reduction from the total amount of payments made to the Contractor equal to the value of the SBE goal not attained as follows:

$$\text{Value of SBE Goal Payment Reduction} = (\text{CG} - \text{AG}) \times \text{CP}$$

Where:

- CG = Contract SBE Goal percentage, or approved SBE commitment, or if modified by the Department, the Modified SBE Contract Goal percentage.
- AG = Attained SBE Goal percentage = (total dollar amount paid to SBE suppliers and SBE subcontractors divided by CP) plus the percent value attributed to the Contractor's GFE approved by the Department.
- CP = Total Adjusted Contract Price less the payment adjustments for PERFORMANCE BOND AND PAYMENT BOND, and changes not associated with actual work including but not limited to incentives/disincentives, bonuses/penalties, acceleration, and portions of settlements not associated with work.

THE LAST SENTENCE OF THE SIXTH PARAGRAPH IS CHANGED TO:

When the Contract SBE goal or the approved SBE commitment is revised due to changes in firms, type of work, work items or subcontract amounts, and for each Field / Change Order that revises the Contract's dollar value, submit to DCR/AA to determine if and how these changes will apply to the Contract DBE Plan/Program:

THE FOLLOWING IS ADDED AT THE END OF PART A:

If the Contractor fails to meet the Contract SBE goal and DCR/AA deems its GFEs insufficient, the Department will provide the Contractor with an opportunity for an in-person meeting or written review of information and documentation provided with its Final SBE Report (Form CR 268). The Contractor will be required to make its case based on information it provided with Form CR 268. No new SBE evidence (e.g. revised CR 268 or introduction of new information/documentation) will be considered. The Contractor may make a request for an in-person meeting or written review in writing to the New Jersey Department of Transportation, Director, Division of Procurement, PO Box 605, Trenton, New Jersey, 08625-0605. The Contractor must specify one of the following in their request:

- (i) Written Review by the Department. If the Contractor seeks written review by the Department, it must submit written documented evidence or argument proving the Contractor submitted adequate

good faith efforts; and include a narrative on what information DCR/AA failed to consider and/or where the regulations/rules were misapplied.

- (ii) In-Person Meeting. If the Contractor seeks an in-person meeting by the Department, it must submit a written request for a meeting along with written documented evidence or argument proving the Contractor submitted adequate good faith efforts; and include a narrative on what information DCR/AA failed to consider and/or where the regulations/rules were misapplied. The in-person meeting will be scheduled by the Department as soon as time permits.

**105.03 CONFORMITY WITH THE CONTRACT**

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

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

**105.05 WORKING DRAWINGS**

TABLE 105.05-1 IS CHANGED TO:

<b>Table 105.05-1 – Working Drawing Submission Category</b>	
<b>Certified</b>	<b>Approved</b>
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)
Bridge Drainage	Change in Structural Steel Details
Bridge Railing and Fencing Anchorage System	Change of Prestressed Concrete Strand Patterns
Catalog Cuts	Demolition Plans
Composite Piles	Erection Plans
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings
DMS Standard Ground Mounted	Isolation Bearings
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges
Expansion Joint Assemblies (except Modular Expansion Joint Assemblies)	Mechanically Stabilized Earth (MSE) Walls
Precast Prestressed Concrete Beams and Piles Fabrication	Modular Expansion Joint Assemblies
Reinforced Elastomeric Bearings	Other work shown on the Plans as conceptual
Sign Legends	Precast Concrete Arch Structures
Sign Support Structures	Precast Concrete Box Culverts
Structural Steel Fabrication	Prefabricated Modular Walls
	Stay-In-Place Forms
	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

**1. Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 30 days for review and certification or rejection and return of certified working drawings.

**2. Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 45 days for review and approval or rejection and return of working drawings.

**105.07.01 Working in the Vicinity of Utilities**

**A. Initial Notice.**

Public Service Electric & Gas  
300 New Albany Road  
Moorestown, NJ 08057  
AheadofPaving@pseg.com

Public Service Electric & Gas - Gas  
Attn: Kelly Sutter - Roi  
300 New Albany Road  
Moorestown, NJ 08057  
kelly.sutter@pseg.com

Comcast Cable  
1250 Haddonfield-Berlin Road  
Cherry Hill, NJ 08034  
Phone: 1-866-928-9135

New Jersey American Water  
Attn: Jackie Weaver  
204 Carriage Lane  
Delran, NJ 08075  
Jacki.weaver@amwater.com

Verizon  
Attn: Bob Exius  
Thomas J. Reber  
10 Tansboro Road  
Berlin, NJ 08009  
[bob.exius@verizon.com](mailto:bob.exius@verizon.com)  
[thomas.j.reber@verizon.com](mailto:thomas.j.reber@verizon.com)

American Water  
Attn: Gary Brooks  
100 South 17<sup>th</sup> St.  
Camden, NJ 08105  
[gary.brooks@amwater.com](mailto:gary.brooks@amwater.com)

**B. Locating Existing Facilities.**

2.

Fiber Optic Markout Form is available at:

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

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

For Weigh-in-Motion and Traffic Volume systems contact:

Transportation Data and Safety Unit  
PO Box 600  
Trenton, NJ 08625  
609-963-1891

For Roadway Weather Information Systems contact:

Permits, Electrical Maintenance & Claims Unit  
PO Box 600  
Trenton, NJ 08625  
609-963-1829

3. NJDOT

Central Region Electrical  
1035 Parkway Avenue  
4th Floor E&O Bldg.  
CN 600  
Trenton, NJ 08625  
Telephone: 609-963-1491

**C. Protection of Utilities.**

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

Complete a Request for Right of Entry onto railroad property in compliance with the requirements of the specific railroad.

Facility Daily Access Request Form is available at: <http://www.state.nj.us/transportation/eng/elec/ITS/access.shtm>.

**105.07.02 Work Performed by Utilities**

**105.09 LOAD RESTRICTIONS**

THE FOLLOWING SUBSECTION IS ADDED:

**105.11 CONSTRUCTION LAYOUT**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

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

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

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

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

Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree protection and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction,

storage, parking, movement of equipment, field office, etc. which will have to be later restored to pre-existing conditions. Provide documentation, including photographs, to the RE.

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

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

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

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

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

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

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

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

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

THE SECTION HEADING IS CHANGED TO:

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

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

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of recovered materials practicable,” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products

and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

#### **106.02 DEPARTMENT-FURNISHED MATERIAL**

#### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

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

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

THE ENTIRE TEXT IS CHANGED TO:

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

- 2. Federal Aid Projects.** Comply with the Federal statutes and regulations that establish the “Buy America” requirements applicable to the Project. These Federal requirements, which are contained in 23 CFR 635.409 and 23 CFR 635.410, mandate among other things that manufacturing processes for iron and steel materials and all iron and steel coatings must be performed in the United States.

Comply with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52 and implementing regulations. Comply with the requirements for IIJA’s four categories as described in 2 CFR 184.4(e): iron or steel products, manufactured products, construction materials, and exempt Section 70917(c) materials. Per 23 CFR 635.410(c)(2), an article, material, or supply is to be classified as one of the four categories as defined in 2 CFR 184.3 and must not be considered to fall into multiple categories. Ensure that:

- a. All iron or steel products as defined in 635.410(c)(1) used in the project comply with “Buy America” requirements for steel and iron per CFR 635.410(b). Ensure all iron or steel products used in the project are produced in the United States. Iron and steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. Ensure all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. All manufactured products comply with the requirements in the Special Provisions. Final assembly for all manufactured products permanently incorporated into the project occurs in the United States. Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape; or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- c. All construction materials are manufactured in and manufacturing processes occurred in the United States. Construction materials includes an article, material, or supply - other than an item of primarily iron or steel; a manufactured product; or Section 70917(c) material – that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), fiber optic cable (including drop cable), optical fiber, lumber, engineered wood, or drywall. Items that consist of two or more of the listed materials that have

been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

- d. Build America, Buy America does not extend to materials listed in Section 70917(c) of the Act. These exempt items are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

For steel and iron products incorporated into the Project, provide the RE 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.

If the use of foreign materials is allowed, the Department may require the Contractor to deliver the material to a Department-approved site for sampling, inspection, and testing. Do not use or incorporate the foreign material into the Work before the Department approves the material.

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

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

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

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

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

Build America, Buy America domestic preferences for iron or steel products, manufactured products, and construction materials requirements are waived for projects where: 1. The total value of non-compliant products is no more than the lesser of \$1,000,000.00 or 5 percent of total applicable costs for the project. This does not apply to iron or steel subject to the requirements of 23 USC 313; or 2. The total amount of Federal financial assistance applied to the project is below \$500,000.00. Refer to the August 16, 2023 Federal Register for USDOT's issuance of a Waiver of Buy America Requirements for De Minimis Costs and Small Grants at the following link: [Federal Register: Waiver of Buy America Requirements for De Minimis Costs and Small Grants](#).

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

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

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

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

Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

## **106.07 CERTIFICATION OF COMPLIANCE**

### **106.07.01 Certification of Compliance**

THE FIRST PARAGRAPH IS CHANGED TO:

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

## **106.09 SUBSTITUTES FOR PROPRIETARY ITEMS**

## **106.10 USE OF UNITED STATES FLAG VESSELS**

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

# **SECTION 107 – LEGAL RELATIONS**

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

### **107.11.01 Risks**

- 1. Damage Caused by the Contractor.**
- 2. Risks of Loss or Damage to the Construction.**

THE 2<sup>ND</sup> PARAGRAPH UNDER PART 2 IS CHANGED TO:

The Contractor shall not bear such risk of loss or damage for the repair or replacement of any permanent element of work and any temporary crash cushion items as specified in 159.03.02.5, if the element of the work damaged is completed and conforms to the contract as determined by the Department, and is serving its intended function, is subsequently damaged by a public traffic accident, and the Contractor provides the RE satisfactory evidence that such damage was caused by a public traffic accident. Satisfactory evidence is limited to:

- a. Accident reports filed with the New Jersey Motor Vehicle Commission.
- b. Documents supporting the damage issued by police agencies or insurance companies.
- c. Statements by reliable, unbiased eye witnesses.
- d. Identification of the vehicle involved in the accident.

**107.11.02 General Insurance**

**B. Types**

**1. Comprehensive General Liability Insurance.**

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

**2. Comprehensive Automobile Liability Insurance.**

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

**5. Excess Liability Insurance.**

THE FIRST SENTENCE IS CHANGED TO:

Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$12,000,000.

THE FOLLOWING IS ADDED:

Ensure the policy names Public Service Electric and Gas Company, its officers, employees, and agents as additional insured.

**107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

**107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

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

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

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

**107.15 TAXES**

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

## SECTION 108 – PROSECUTION AND COMPLETION

### 108.01 SUBCONTRACTING

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

#### 1. Values and Quantities.

REMOVE PARAGRAPH FOUR OF SECTION 108.01

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

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

REVISE SECTION 108.01.3.a SUBCONTRACT REQUIREMENTS TO THE FOLLOWING:

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

#### 2. Limits and Restrictions.

PART B IS CHANGED TO:

- b. The Contractor may only subcontract electrical, clearing site electrical, blasting, asbestos removal, landscaping, and lead paint abatement work to subcontractors having the required certificates and licenses. Submit copies of required certificates and licenses with the request for approval to subcontract.

### 108.02 COMMENCEMENT OF WORK

THE THIRD PARAGRAPH IS CHANGED TO:

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

1. A preconstruction conference with the Department has been held.
2. Approval of the progress schedule as specified in 153.03.02.
3. The field office has been established.
4. The ROW limits, limits of construction, environmentally restricted areas, and trees or other vegetation designated to be preserved have been laid out.

#### 108.07.01 Interference

THE SECOND PARAGRAPH IS CHANGED TO:

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. Limit work zones according to the Special Provisions. Confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is

performed in stages adjacent to traffic, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

THE FIFTH PARAGRAPH IS CHANGED TO:

The RE has the right to reject or rescind approval of lane or shoulder closures because of the following:

1. Weather conditions.
2. The closure is unnecessary to perform the work.
3. Emergency conditions either on or off the Project that result in an unacceptable impact to the traveling public.
4. There is an active snow event in progress.
5. If the National Weather Service (<https://www.weather.gov>) locally forecasts, 12 hours prior to the lane closure, a 40 percent or greater chance of snow precipitation, tropical storms, or hurricanes during the requested lane closure hours.

### **108.08 LANE OCCUPANCY CHARGES**

SUBSECTION IS RENAMED AND CHANGED TO:

### **108.08 OCCUPANCY CHARGES**

The closure schedule shown in the plans indicates the time periods for allowable closures as specified in the Contract. Allowable closures are permitted for, but not limited to; roadways, lanes, shoulders and ramps. If the Contractor's closures exceed these time periods, the Department will deduct from the monthly estimate an occupancy charge for the use and occupancy beyond the time periods shown in the closure schedule until such time that the closure is reopened to traffic or until such time that the closure is allowed to take place again under the closure schedule. The Department will recover the cost of occupancy charges as specified in 107.16.

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

The Department will waive an occupancy charge where a closure is not reopened to traffic as specified in the closure schedule directly and solely by reason of extraordinary, exigent circumstances not under the control of or reasonably foreseeable by the Contractor. Equipment breakdowns, supplier deliveries, and weather related hindrances are not extraordinary, exigent circumstances. However, the Department has the right to assess an occupancy charge for any period of time that a closure remains closed beyond the reasonable period of time needed by the Contractor to reopen a closure due to an extraordinary, exigent circumstance.

### **108.10 CONTRACT TIME**

- B. Complete all work required for Substantial Completion on or before 120 Days.
- C. Achieve Completion on or before 90 Days.

#### **108.11.01 Extensions to Contract Time**

##### **108.11.01.A**

REVISE THE SECOND PARAGRAPH TO:

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

**B. Types of Delays.**

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

**b. Utilities.**

THE LAST PARAGRAPH IS CHANGED TO:

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

CHANGE SECTION **108.11.01.B.3** TO:

**3. Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.

CHANGE SECTION **108.11.01.B.4** TO:

**4. Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

**C. Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

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

**108.12 RIGHT-OF-WAY RESTRICTIONS**

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

THE THIRD PARAGRAPH IS CHANGED TO:

If the Department directs the Surety to complete the Contract, the Department will provide to the Surety the Contract as defined in 101.03 and the completion status of the Contract. If the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor

as a subcontractor as specified in 108.01 within 45 days of receipt of the Contract provided by the Department pursuant to this Section. The Department, in its sole discretion, has the right to reject a request by the Surety to use the Contractor or another contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

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

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

## **108.15 TERMINATION OF CONTRACT**

### **108.15.02 For Cause**

REVISE PARAGRAPH FIVE TO:

The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

## **108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

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

## **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

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

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.01 MEASUREMENT OF QUANTITIES**

THE LAST PARAGRAPH IS CHANGED TO:

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

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

### **109.03 PAYMENT FOR FORCE ACCOUNT**

This section intentionally left blank.

### **109.04 PAYMENT FOR DELAY DAMAGES**

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

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

PART (10) IS CHANGED TO:

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

THE FOLLOWING IS ADDED TO THE LIST:

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

### **109.05 ESTIMATES**

THE FOURTH PARAGRAPH IS CHANGED TO:

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

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

for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

THE THIRTEENTH PARAGRAPH IS CHANGED TO:

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

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

THE SUBSECTION IS CHANGED TO:

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

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

PART 3 IS CHANGED TO:

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

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

#### **109.09 AUDITS**

THE FIRST SENTENCE IS REVISED TO:

All claims filed as specified in 107.12 are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.

## **109.11 FINAL PAYMENT AND CLAIMS**

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

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

THE LAST PARAGRAPH IS CHANGED TO:

Pursuant to N.J.S.A. 52:15C-14(d) and N.J.A.C. 19:70-1.6(b), relevant records of private vendors or other persons entering into contracts with the Department are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under the Contract for a period of 5 years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

#### **151.03.01 Performance Bond and Payment Bond**

THE FIRST SENTENCE IS CHANGED TO:

Using bond forms issued by the Department, provide a performance bond and a payment bond to the Department within 14 days of the date of Award or Conditional Award.

#### **151.04 MEASUREMENT AND PAYMENT**

THE DEFINITION FOR THE VARIABLE  $C_F$  IS CHANGED TO:

$C_F$  = Final Contract Price excluding adjustments for PERFORMANCE AND PAYMENT BOND.

### **SECTION 152 – INSURANCE**

#### **152.03.01 Railroad Protective Liability Insurance**

#### **153.03.01 CPM PROGRESS SCHEUDLE**

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

#### **153.03.03 BAR CHART PROGRESS SCHEULE UPDATE**

REVISE THE THIRD PARAGRAPH TO:

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

## SECTION 154 – MOBILIZATION

### 154.04 MEASUREMENT AND PAYMENT

THE SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
MOBILIZATION	LUMP SUM

The Department will make payment for MOBILIZATION on a lump sum basis, regardless of the number of times the Contractor shuts down and returns to the Project. The Department will make payment as follows:

<b>Work Completed</b>	<b>Payment</b>
5% of the Work <sup>1</sup>	Lesser of 25% of bid price or 3% of Total Contract Price
10% of the Work <sup>1</sup>	Lesser of 50% of bid price or 7% of Total Contract Price
15% of the Work <sup>1</sup>	Lesser of 75% of bid price or 11% of Total Contract Price
20% of the Work <sup>1</sup>	Lesser of 100% of bid price or 15% of Total Contract Price
100% of the Work	Amount of bid price not previously paid

1. If the baseline schedule is not approved, the Department will not make payment for MOBILIZATION.

The Department will calculate the percentage of Work completed from the total of payments compared to the Total Contract Price. The total of payments excludes the amount paid for Mobilization and the amount paid for materials furnished but not incorporated into the Work as specified in 109.06.

If mobilization is not included in the Proposal, include the costs in the various Items scheduled in the Proposal.

## SECTION 155 – CONSTRUCTION FIELD OFFICE

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

## SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

## SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

THE SECTION IS RENAMED TO:

### SECTION 157 – MONUMENTS

#### 157.01 DESCRIPTION

THE FIRST PARAGRAPH IS CHANGED TO:

115.CY00604.C01 – 2024 NJDOT ROAD PROGRAM

This Section describes the requirements for constructing monuments and monument boxes.

**157.03.01 Construction Layout**

THE ENTIRE SUBPART HAS BEEN REVISED, MOVED, AND RENAMED TO SUBSECTION 105.11

**157.03.02 Monument**

THE SUBPART IS RENUMBERED:

**157.03.01 Monument**

THE SUBPART IS CHANGED TO:

Comply with the Map Filing Law N.J.S.A. 46:26B-1 through 8 and N.J.A.C. 13:40-5.1 through 2. Set non-Department monuments according to the requirements of the agency. Set Department monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the RE. Reuse excess excavated material as specified in 202.03.03.C.1. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, obtain the current horizontal and vertical control datum values on the monument and submit these values, signed and sealed by the land surveyor, to the RE.

**157.03.03 Monument Box**

THE SUBPART IS RENUMBERED:

**157.03.02 Monument Box**

**157.04 MEASUREMENT AND PAYMENT**

THE CONSTRUCTION LAYOUT PAY ITEM AND PAYMENT CALCULATION ARE DELETED:

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

<i>Item</i>	<i>Pay Unit</i>
MONUMENT	UNIT
MONUMENT BOX	UNIT

The Department will make payment for tree or other vegetation protection or preservation under TREE PROTECTION as specified in [158.03.02.20](#) for work specified in the various Items of this Subsection.

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

**158.03.02 SESC Measures**

**19. Oil-Only Emergency Spill Kit.**

## SECTION 159 – TRAFFIC CONTROL

### 159.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22..... 902.01.01

### 159.02.02 Equipment

THE FOLLOWING EQUIPMENT IS CHANGED TO:

Arrow Board ..... 1001.01

THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication.....1001.04  
Portable Trailer Mounted CCTV Camera Assembly.....1001.05

### 159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

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

### 159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

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

#### 2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will

inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

PART 3 IS CHANGED TO:

3. **Arrow Board.** Provide an arrow board as specified in 1001.01.

PART (5) IS CHANGED TO:

5. **Temporary Crash Cushion.** Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor's lack of response to a damage notification, the Contractor agrees to pay the Department a sum of \$3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in Section 452.

PART 6 IS CHANGED TO:

6. **Traffic Control Truck with Mounted Crash Cushions.** Provide the RE with a copy of the crash cushion manufacturer's recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set and the wheels are set straight. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. 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.

9. **Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).**

#### 159.03.03 Removable Black Line Masking Tape

THE ENTIRE SUBSECTION IS CHANGED TO:

Apply black line masking tape over existing traffic stripes as specified in 159.03.05. Ensure that the black line masking tape completely covers existing stripes. Replace black line masking tape that becomes loose after placement within 2 hours. When black line masking tape is no longer required or directed by the RE, carefully and completely remove without using heat, solvents, grinding, sanding, or water.

### 159.03.05 Temporary Pavement Marking Tape

THE ENTIRE SUBSECTION IS CHANGED TO:

Install tape according to the manufacturer's recommendations when the weather is favorable as determined by the RE. Do not install the tape during wet conditions. Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.

Install tape on dry surfaces having a surface temperature between 50 °F and 150 °F, when the ambient temperature is at least 50 °F and rising as determined by the National Weather Service (<http://www.nws.noaa.gov/>). When splicing is required, install the tape using butt splices. Do not overlap the tape.

Tamp the tape for initial adhesion and then apply pressure by driving a truck slowly over the tape several times. Maintain tape by replacing loose or damaged tape within 2 hours. Remove tape when no longer required or when directed by the RE.

The surface must be dry. Do not install tape when precipitation is imminent as determined by the RE. The RE will coordinate with the Contractor to install the tape when there is no anticipated precipitation. Install the tape in continuous lengths of 20 feet or less. Any continuous length of more than 20 feet must be removed and replaced at no cost to the Department. Ensure that the removable tape is capable of being removed manually, intact or in large pieces, at temperatures above 40 ° F, without the use of solvents, burning, grinding, or blasting and without damage to the underlying surface.

If conditions do not allow for the proper adhesion of the tape, use Latex Traffic Stripes, Latex Traffic Markings Lines, and Latex Traffic Markings Symbols as specified in 159.03.06.

### 159.03.06 Traffic Stripes, Latex ,Traffic Markings Lines, Latex and Traffic Markings Symbols, Latex

THE SUBPART IS CHANGED TO:

Apply latex traffic stripes and latex markings when they are required for 14 days or less. Apply epoxy traffic stripes and thermoplastic markings as specified in 610.03.01 and 610.03.02 when they are required for more than 14 days. For Contractor convenience, on pavement preservation projects, the Department will allow the Contractor to refresh latex traffic stripes and latex markings for stripes and markings required to be in place for more than 14 days and for each 14 day period thereafter. Do not refresh these stripes with epoxy or thermoplastic material. Apply latex traffic stripes and latex markings when the ambient and surface temperatures are at least 45 °F and rising and the surface temperature is no more than 140 °F. Apply the latex paint in a wet film thickness of  $6 \pm 1$  mil. Apply glass beads to the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint.

### 159.03.08 Traffic Direction

PART A IS CHANGED TO:

- A. Flagger.** Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

PART B IS CHANGED TO:

- B. Police.** Unless designated as local police at the preconstruction conference, police will be on-duty New Jersey State Police. Police are either provided by the RE as employees of the State, or by the local government as a vendor to the State. The use of police services by the RE does not relinquish or diminish the Contractor's responsibilities for work zone safety.

Submit a request for police services to the RE 72 hours before beginning construction operations.

Activities requiring police services include:

1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.
2. Temporary closure of all lanes on state highways and interstates.

Police services may be requested as an enhancement to the TCP.

This enhancement includes:

1. Temporary closure of one or more lanes on interstates.
2. Temporary closure of one or more lanes on state highways with a posted speed of 50 miles per hour or higher.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The RE must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

**159.03.09 Emergency Towing Service**

THE SUBPART IS CHANGED TO:

At least 30 days before the start of construction operations, submit to the RE for approval an emergency towing service plan for removing abandoned vehicles and vehicles that are disabled but not as the result of an accident. The police will arrange for towing services to remove vehicles that are disabled due to traffic accidents. Indicate in the plan the proposed manner of providing towing service, including the type, quantity, and location of towing equipment to be used.

Provide towing service to remove disabled and abandoned vehicles from the construction zone to the nearest location where the vehicle can be legally parked. Ensure that the towing service responds immediately upon notice of a disabled vehicle. If the towing service fails to respond within a timeframe as determined by the RE, the Department will use its own forces to remove the disabled vehicle and may recover these costs as specified in 107.16.

Provide light duty emergency towing service for emergency towing of vehicles with a Gross Vehicle Weight Rating (GVWR) up to an including 26,000 pounds, and heavy-duty emergency towing service for emergency towing of vehicles with a GVWR greater than 26,000 pounds that require specialized equipment capable of moving large disabled vehicles.

Provide on-site emergency towing service only when lane closures include a lane that is barrier-delineated on both sides (barrier-delineated lane) and when directed by the RE. Ensure that the tow vehicle is stationed at the end of the barrier-delineated lane and remains on standby as long as the barrier-delineated lane is in place.

**159.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING PAY ITEM IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
BREAKAWAY BARRICADES	UNIT
DRUMS	UNIT
TRAFFIC CONES	UNIT
CONSTRUCTION SIGNS	SQUARE FEET
TRAFFIC DIRECTOR, FLAGMAN	MAN HOURS

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

The Department will not make payment for repair or replacement of temporary crash cushion items under TEMPORARY CRASH CUSHION, INERTIAL BARRIER SYSTEM, \_\_\_ MODULES; TEMPORARY CRASH CUSHION, COMPRESSIVE BARRIER, TYPE \_\_\_, WIDTH \_\_\_, and TEMPORARY CRASH CUSHION, LOW MAINTENANCE

COMPRESSIVE BARRIER, TYPE\_\_\_, WIDTH\_\_\_. The Department will make payment for repair or replacement of temporary crash cushion items as specified in 109.03.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

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

THE FOLLOWING PAY ITEM IS DELETED:

EMERGENCY TOWING SERVICE	UNIT
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THE FOLLOWING PAY ITEMS ARE ADDED:

EMERGENCY TOWING SERVICE, LIGHT DUTY	UNIT
EMERGENCY TOWING SERVICE, HEAVY DUTY	UNIT
EMERGENCY TOWING SERVICE, ON-SITE	HOUR

THE LAST PARAGRAPH IS CHANGED TO:

The Department will not include payment for epoxy traffic stripes and thermoplastic traffic markings and symbols under TRAFFIC STRIPES LATEX, TRAFFIC MARKINGS LINES, LATEX, and TRAFFIC MARKINGS SYMBOLS, LATEX. The Department will make payment for epoxy traffic stripes and thermoplastic traffic markings under TRAFFIC STRIPES, TRAFFIC MARKINGS LINES, and TRAFFIC MARKINGS SYMBOLS as specified in 610.04. The Department will not make payment under TRAFFIC STRIPES LATEX, TRAFFIC MARKINGS LINES, LATEX, and TRAFFIC MARKINGS SYMBOLS, LATEX when latex stripes, markings, and symbols are refreshed for Contractor convenience.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

The Department will make payment for EMERGENCY TOWING SERVICE, LIGHT DUTY and EMERGENCY TOWING SERVICE, HEAVY DUTY by the unit. A unit consists of 1 tow of a disabled or abandoned vehicle, not as the result of an accident, from the construction zone to the nearest location where the vehicle can be legally parked.

The Department will make payment for EMERGENCY TOWING SERVICE, ON-SITE, based on the total hours the approved tow vehicle and driver are on-site as directed by the RE, which includes compensation for both the standby time and time for the towing service.

## SECTION 160 – PRICE ADJUSTMENTS

THE ENTIRE SECTION 160 IS CHANGED TO:

### 160.01 DESCRIPTION

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

### 160.02 MATERIALS

(Intentionally Blank)

### 160.03 PROCEDURE

#### 160.03.01 Fuel Price Adjustment

THE ENTIRE SUBPART IS CHANGED TO:

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

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

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

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

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.50 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.50 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
MICRO-MILLING	0.25 Gallons per Square Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1.00 Gallon per Cubic Yard
I- SOIL AGGREGATE	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, ___ " THICK	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, ___ " THICK	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, ___ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED ___ " THICK	0.25 Gallons per Square Yard
ASPHALT-STABILIZED DRAINAGE COURSE	2.50 Gallons per Ton
OPEN-GRADED ___ FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ___ SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ___ SURFACE COURSE HIGH RAP	2.50 Gallons per Ton
HOT MIX ASPHALT ___ INTERMEDIATE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ___ INTERMEDIATE COURSE HIGH RAP	2.50 Gallons per Ton
HOT MIX ASPHALT ___ BASE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ___ BASE COURSE HIGH RAP	2.50 Gallons per Ton

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
MODIFIED OPEN-GRADED ___ FRICTION COURSE ___	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT ___ SURFACE COURSE	2.50 Gallons per Ton
HIGH PERFORMANCE THIN OVERLAY	2.50 Gallons per Ton
BINDER RICH INTERMEDIATE COURSE	2.50 Gallons per Ton
BRIDGE DECK WATERPROOFING SURFACE COURSE	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE COURSE, POROUS HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, ___ " THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 5" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 8" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
SLURRY SEAL AGGREGATE, TYPE II	2.5 Gallons per Ton
SLURRY SEAL EMULSION	0.10 Gallons per Gallon
CONCRETE BRIDGE APPROACH	0.50 Gallons per Cubic Yard
CONCRETE CULVERT	1.00 Gallon per Cubic Yard
CONCRETE FOOTING	1.00 Gallon per Cubic Yard
CONCRETE WING WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMN PROTECTION, HPC	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMNS AND CAP	1.00 Gallon per Cubic Yard
CONCRETE ABUTMENT WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER SHAFT	1.00 Gallon per Cubic Yard
CONCRETE PEDESTRIAN BRIDGE	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET HPC	1.00 Gallon per Cubic Yard
15" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.12 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.17 Gallon per Linear Foot
21" BY 34" CONCRETE BARRIER CURB, BRIDGE	0.15 Gallon per Linear Foot
24" BY 42" CONCRETE BARRIER CURB, BRIDGE	0.21 Gallon per Linear Foot
CAST-IN-PLACE CONCRETE PILES, DRIVEN ___ " DIAMETER	1.00 Gallon per Cubic Yard
RETAINING WALL, LOCATION NO. _____	0.10 Gallon per Square Foot
CONCRETE MEDIAN BARRIER, HPC	0.16 Gallon per Linear Foot

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
15" BY 41" CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB	0.17 Gallon per Linear Foot
15" BY 54" CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
38" BY 79" CONCRETE BARRIER CURB	0.40 Gallon per Linear Foot
24" BY 39" CONCRETE BARRIER CURB	0.18 Gallon per Linear Foot
18 5/8" BY 65" CONCRETE BARRIER CURB	0.20 Gallon per Linear Foot
32" BY 41" CONCRETE BARRIER CURB	0.24 Gallon per Linear Foot
24" BY 41" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
24" BY 45" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
15" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.09 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.24 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
19" BY 32" CONCRET BARRIER CURB, DOWELLED	0.10 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED	0.18 Gallon per Linear Foot
24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
24" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
GROUND MOUNTED BARRIER CURB	0.15 Gallon per Linear Foot
15" BY 51" F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB	0.23 Gallon per Linear Foot
24 1/2" BY ___" F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.23 Gallon per Linear Foot
15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
15" BY ___" F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
9" BY 16" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 18" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 20" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 22" CONCRETE VERTICAL CURB	0.05 Gallon per Linear Foot
9" BY 14" CONCRETE VERTICAL CURB	0.03 Gallon per Linear Foot
9" BY 4" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 6" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 8" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
9" BY 10" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
12" BY 13" CONCRETE SLOPING CURB	0.04 Gallon per Linear Foot
12" BY 3" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
___" BY ___" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot

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

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

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

Where:

F = Fuel Price Adjustment

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

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

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

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

### 160.03.02 Asphalt Price Adjustment

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

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

THE THIRD PARAGRAPH IS CHANGED TO:

The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

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

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

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

Where:

A = Asphalt Price Adjustment

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

BA = Basic Asphalt Price Index

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

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

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

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

- C = Petroleum content of the product  
 Use 100% for Tack Coat 64-22 and Tack Coat 64E-22  
 Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts
- G = Gallons furnished

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

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

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

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

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

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

THE FOLLOWINGS IS ADDED:

THE FOLLOWINGS SUBPART IS ADDED:

**160.03.03 Steel Price Adjustment**

THE FIRST PARAGRAPH IS CHANGED TO:

The Department will make a steel price adjustment for Items listed in table 160.03.03-1 using the price index indicated for the Item. The Contractor may opt out of a steel price adjustment for one or more of the categories of structural steel, reinforcement steel, or piles, shown in table 160.03.03-1, by providing the Regional Construction Engineer with a list of those categories to which the Contractor does not want to apply the steel price adjustment. Provide the list within 5 days of award of the Contract. Ensure the list identifies all items in each opt out category by description and Item number. Only entire categories will be considered. Only the items listed will be excluded for a price adjustment. Failure to submit the list within the specified time will result in losing the opportunity to opt out of the steel price adjustment. The steel price adjustment will always apply to beam guide rail, rub rail, and sign structures. This adjustment is based solely on the mill provided steel.

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

A steel price adjustment will only be made for price increases when  $\frac{(MS-BS)}{BS} > 10\%$ , and a price adjustment will only be made for price decreases when  $\frac{(BS-MS)}{BS} > 10\%$ .

When the Monthly Steel Price Index is greater than the Benchmark Steel Price Index, the Department will calculate STEEL PRICE ADJUSTMENT using the following formula:

$$S = \frac{[(BS - MS) + (BS \times 0.10)]}{-BS} \times CB \times W$$

When the Monthly Steel Price Index is less than the Benchmark Steel Price Index, the Department will calculate STEEL PRICE ADJUSTMENT using the following formula:

$$S = \frac{[(MS - BS) + (BS \times 0.10)]}{BS} \times CB \times W$$

Where:

- S = Steel Price Adjustment (Dollars).
- BS = Benchmark Steel Price Index – the steel preliminary price index for the month before the project is bid.
- MS = Monthly Steel Price Index – the steel price index for the month steel is shipped from the mill.
- CB = Cost Basis (\$/lb).
- W = Weight of Steel (lb).

The Department will post the BS, MS and CB value every month at <https://www.state.nj.us/transportation/business/aashtoware/SteelPriceIndex.shtml>.

With each delivery of steel, submit to the RE documentation from the fabricator or supplier, which details the following information:

1. Weight of the steel shipped from the mill to the fabricator or supplier
2. Name of the mill, fabricator or supplier or both.
3. Identifying transmittal or invoice number for each shipment.
4. Date of the shipment
5. Item description and Item number(s) for which the steel is associated.

If the documented steel weight is for more than one Item, provide the RE with the weight attributed to each Item.

Provide the documentation to the RE within 60 days of the date of the shipment. The Department will not make a price adjustment for steel shipped before the bid date.

The Department will make a price adjustment for the Items “STRUCTURAL STEEL” based on the weights listed in Table 160.03.03-2. If the steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item listed in Table 160.03.03-2 to the sum total of weight shipped for that Item. If the weight of steel estimated for a structure in Table 160.03.03-2 differs from the actual weight by more than 10 percent, the Department will make a price adjustment based on the actual weight.

The Department will make a price adjustment for the Items OVERHEAD SIGN STRUCTURE and CANTILEVER SIGN STRUCTURE based on the weights listed in Table 160.03.03-3. If the steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item listed in Table 160.03.03-3 to the sum total of weight shipped for that Item. If the weight of steel estimated for a structure in Table 160.03.03-3 differs from the actual weight by more than 10percent, the Department will make a price adjustment based on the actual weight.

The Department will only make a price adjustment for reinforcement steel for steel provided in association with the reinforcement steel items. The Department will make a price adjustment for reinforcement steel based on the weight of reinforcement steel indicated in the Proposal for an Item as adjusted by Change Orders. If the reinforcement steel for an Item is shipped on dates having different monthly index prices, the Department will proportionately adjust the weight used in the calculation of the price adjustment by multiplying the weight shipped by the ratio of the weight for the Item to the sum total of weight shipped for that Item.

The Department will make a price adjustment for piles based on the weight of steel furnished for pipe piles and for H-piles based on the RE’s order list. The weight of steel furnished for piles will not include the weight for ancillary materials such as pile shoes and splice collars.

The Department will make a price adjustment for BEAM GUIDE RAIL (including posts) and RUB-RAIL based on the weight of steel furnished. The weight does not include coating. The weight does not include associated hardware and the weight of end treatments.

If the preliminary Monthly Steel Price Index increases 100percent or more over the Benchmark Steel Price Index, do not order more steel without written approval from the RE. The RE will determine if work will continue based on the Steel Price Index increase.

There will be no increase to STEEL PRICE ADJUSTMENT if the work is behind schedule by fault of the Contractor and the steel was not purchased prior to the delay.

**160.04 MEASUREMENT AND PAYMENT**

THE SUBSECTION IS CHANGED TO:

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

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

# DIVISION 200 – EARTHWORK

## SECTION 201 – CLEARING SITE

### 201.03.01 Clearing Site

PART A IS CHANGED TO:

**A. Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site.

THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

**B. Clearing and Grubbing.** Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

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

THE FIRST PARAGRAPH IS CHANGED TO:

Submit a demolition plan detailing the work area, methods, and equipment to be used to the RE for approval 30 days before demolition operations. Clear site within work area as specified in 201.03.01. Remove the substructures of existing structures to at least 3 feet below the natural stream bottom, and remove those parts outside of the stream to at least 2 feet below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits of a new structure, remove them to accommodate the construction of the proposed structure. Only the following equipment is permitted for the work:

THE FOLLOWING IS ADDED:

The procedure is described below:

1. **Prestressed Concrete Stringers and Concrete Diaphragms.** Repair damage to prestressed concrete stringers and concrete diaphragms using nonshrink grout conforming to 903.08 before deck placement.
2. **Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**
  - a. Repair procedures to tensile components in conformance with ASTM A6/A6M and the following:
    - 1 Repair gouges up to 1/8 inch by grinding flush in the direction of principal stress.
    - 2 Repair gouges deeper than 1/8 inch by first grinding; then, depositing weld metal and grinding flush with the surface of the metal in the direction of principal stress. Weld using low hydrogen electrodes conforming to current AWS Specifications A5.1 and A5.5.
    - 3 Repair kinks and deformations by flame straightening or a combination of flame straightening and jacking. Ensure flame straightening is performed by personnel having a minimum of three years of documented experience. Submit the names of the personnel to the RE for review and approval prior to performing the work.
  - b. Repair procedures to compression components for kinks and deformations as outlined in 2.a.3 above. Where more than 5 percent of the cross-sectional area of the member is damaged, submit a repair procedure to the RE for review and approval.

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

**201.03.03 Clearing Site, Tank Removal**

**201.03.08 Removal of Asbestos**

**201.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of \$ 25,000.00 until Completion.

**SECTION 202 – EXCAVATION**

**202.03.01 Stripping**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**203.04 Measurement and Payment**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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

<i>Item</i>	<i>Pay Unit</i>
EXCAVATION, UNCLASSIFIED, TEST PIT	CUBIC YARDS
EXCAVATION, UNCLASSIFIED	CUBIC YARDS
DISPOSAL OF REGULATED MATERIAL	TONS

## **DIVISION 300 – SUBBASE AND BASE COURSES**

### **SECTION 304 – CONCRETE BASE COURSE**

#### **304.03.01 Concrete Base Course**

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

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

### **SECTION 305 – RUBBLIZING CONCRETE PAVEMENT**

#### **305.03.01.F Rubblization**

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

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

## DIVISION 400 – PAVEMENTS

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

#### 401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

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

#### 401.03.01 Milling

##### A. HMA Milling.

##### C. Micro-Milling and Profile Milling.

THE FOLLOWING IS ADDED AT THE END:

The Department will provide the time interval for resurfacing the micro-milled areas in the Special Provisions. Extensions to the time interval may be approved by the RE. The RE is responsible for performing a daily inspection of the micro-milled surface to ensure continued compliance with ASTM E 965. The contractor is responsible for any incidental costs incurred as a result of time interval extension.

#### 401.03.03 HMA Pavement Repair

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

#### 401.03.03 HMA Repair

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **401.03.05 Tack Coat**

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

The Department will perform verification testing of tack coat application rate according to ASTM D2995, Option A, within the first 300 feet of each paving operation for each lane of paving, except that only one pad assembly will be used for the transverse application rate and the longitudinal application rate will not be verified. Prior to tack coat application, allow the RE access to set geotextile pads for the initial verification test. After passing over the pads with the tack distributor, allow the RE time to perform the verification test and calculation. If the application rate is determined to be outside the rate specified in Table 401.03.05-1, stop the tack coat and paving operations, make the required adjustments to achieve a proper application rate, and allow the RE to perform an additional verification test within the next 300 feet. Allow the RE to perform additional tests until the correct application rate is achieved. Retack areas that are insufficiently coated. The frequency of testing may be increased based on a visual inspection or at the discretion of the RE.

#### **401.03.07 HMA Courses**

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

PART (4) IS CHANGED TO:

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

### **C. Test Strip**

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

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

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

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that weigh tickets are signed and sealed by a certified weighmaster. Individual weigh tickets do not need to be signed and sealed if using an automated batching plant or automated drum plant.

THE FOURTH PARAGRAPH IS CHANGED TO:

When using an automated batching plant, obtain weigh tickets from the printer used in conjunction with an automated batching and mixing system. Ensure the printed ticket shows the individual weights of the various components of the HMA in a batch, the total weight of each batch, and the sum of all batch weights in the truckload. If using an automated batching plant or automated drum plant, at the completion of each day's work, provide certification from the weighmaster that the total net weight supplied was correct.

### **E. Spreading and Grading.**

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

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

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

FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Local Aid District Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE the DS8S-PD form provided on the [Local Aid Website](#) and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

**1. Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).**

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

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

**2. Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

**3. Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD<sub>L</sub> and PD<sub>U</sub> associated with Q<sub>L</sub> and Q<sub>U</sub>, respectively. PD = PD<sub>L</sub> + PD<sub>U</sub>

**4. Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3

Reduction in Payment for Nonconformance to Air Void Requirements

Percent Defective (PD) Per Lot	Reduction Per Lot (%)
$0 < PD \leq 15$	0
$15 < PD \leq 30$	0.5
$30 < PD \leq 35$	2
$35 < PD \leq 40$	10
$40 < PD \leq 45$	15
$45 < PD \leq 50$	20
$50 < PD \leq 60$	30
$60 < PD \leq 75$	45
$PD > 75$	Remove & Replace

5. **Outlier Detection.** If  $PD < 10$ , the Laboratory will not screen for outliers. If  $PD \geq 10$ , the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.

- The Laboratory will arrange the core results in ascending order, in which  $X_1$  represents the smallest value and  $X_N$  represents the largest value.
- If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

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

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

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

- For  $N = 5$  if  $R > 0.642$ , the value is judged to be statistically significant and the core is excluded.  
For  $N = 10$  if  $R > 0.412$ , the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for  $N = 5$  and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for  $N = 10$ , the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$  for mainline or ramp lots, or

PD  $\geq$  50 for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.

7. **Removal and Replacement.** If the final lot PD  $\geq$  75 (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

## I. Thickness Requirements

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:  
This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the District Local Aid Office may waive the thickness requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Laboratory will consider 25 percent defective as the acceptable quality limit. For lots where PD  $<$  25, the Department will award a positive pay adjustment. For lots where PD  $>$  25, the Department will assess a negative pay adjustment.

The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows

- a. **Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results ( $X_1, X_2, \dots, X_N$ ).** Calculate as specified in 401.03.07.H.1.

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

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

**b. Quality Index (Q<sub>L</sub>)**

$$Q_L = \frac{(\bar{X} - T_{des})}{S}$$

Where T<sub>des</sub> = design thickness.

- c. Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q<sub>L</sub> (lower limit).
- d. Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.07-5.

<b>Percent Defective</b>	<b>Percent Reduction</b>
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. Retest.** If the initial series of 5 cores produces a percent defective value of PD ≥ 30, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the RE. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the reduction in payment for nonconformance requirements. If the additional cores are taken, the ME will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores.
  - f. Removal and Replacement.** If the lot PD ≥ 45, remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.
- 2. Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove- and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement

lots with  $PD \leq 30$  and will reject pavement lots with  $PD > 30$ .

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean (X) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).** Calculate using the formula as specified in 401.03.03.I.1.
- b. **Quality Index (Q).**  
 $Q_L = (X - T_{all})/S$ , where  $T_{all}$  is the minimum allowable thickness from Table 401.03.07-6.

<b>HMA Mix Design Size Designation</b>	<b>Minimum Allowable Compacted Lift Thickness (<math>T_{all}</math>)</b>
4.75 MM	0.50 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST - Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2019-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with  $Q_L$  (lower limit).
- d. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD > 30$ , the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a  $PD \leq 45$ , the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

**J. Ride Quality Requirements.**

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

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C). The testing agency will use and submit to the RE the [IRI Testing](#)

[Summary Report form](#) provided from The Local Aid District Office and verify manually the pay adjustment calculation.

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

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

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

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

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

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

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

Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

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

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

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

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

D<sup>1</sup> = Design thickness of last lift to be evaluated, Inch

M = Bid price of Milling, per Square Yard

T = Target IRI

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

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

Where:

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

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

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

**Table 401.03.07-7B Minimum Value of P**

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

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

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

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

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

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

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

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

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

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

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

#### **401.03.08 Core Samples**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The LPA will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

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

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

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

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

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

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

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

**401.04 Measurement and Payment**

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

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

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	TON
HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON

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

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

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

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

The RE will measure HOT MIX ASPHALT 9.5M64 SURFACE COURSE, and HOT MIX ASPHALT 19M64 BASE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT 9.5M64 SURFACE COURSE. The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

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

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

Where:

- BP = Bid Price of HMA
- Q = Quantity of HMA in lot receiving payment adjustment
- Reduction Per Lot (%) = Air void Reduction (%) per lot as specified in 401.03.07.H.

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

Pay Adjustment Per HMA Lot = - Q x BP x Percent Reduction (%)

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

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

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

## SECTION 403 – ULTRA-THIN FRICTION COURSE

### 403.03.01 Ultra-Thin Friction Course

REPLACE THE FIRST PARAGRAPH OF SECTION 401.03.01.F WITH THE FOLLOWING:

**Test Strip.** Construct a test strip for the first 700 to 1,200 square yards placed of ultra-thin friction course. If the ultra-thin friction course paving lot area is less than 700 square yards, the Regional District Local Aid Office may waive the coring requirement. Operate spray paver without mix to determine tack coat application rate for the project. Ensure that the polymer modified tack coat has been placed as specified in 401.03.05. Transport and deliver, spread and grade, and compact as specified in [403.03.01.D](#), [403.03.01.E](#), and [403.03.01.F](#), respectively, and according to the approved paving plan. While constructing the test strip, record the following information and submit to the RE:

## SECTION 404 – STONE MATRIX ASPHALT (SMA)

### 404.03 CONSTRUCTION

#### 404.03.01 Stone Matrix Asphalt Surface Course

PART C IS CHANGED TO:

- C. **Test Strip.** Construct a test strip as specified in 401.03.07.C. If using Fiberless SMA, construct a test strip prior to paving as specified in 401.03.07.C, except for the allowance to continue paving. Ensure that the test strip is at least 100 tons. Submit test strip results to the RE. The RE will analyze the test strip results in conjunction with the ME's results from the HMA plant to approve the test strip. Do not proceed with production paving until receiving written permission from the RE. The Contractor may need to construct multiple test strips in order to produce material that meets both the plant production requirements and the field density requirements as directed by the RE.

## SECTION 405 – CONCRETE SURFACE COURSE

### 405.03.02 Concrete Surface Course

#### A. Concreting Plan.

PART (4) IS CHANGED TO:

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

#### I. Thickness Requirements.

ADD THE FOLLOWING AS THE LAST SENTENCE OF THE FIRST PARAGRAPH OF SECTION 405.03.02.I:

If the total thickness course paving lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the coring requirement.

**J. Ride Quality Requirements.**

**4. Quality Acceptance.**

**a. Pay Adjustment.**

# DIVISION 600 – MISCELLANEOUS CONSTRUCTION

## SECTION 601 PIPE

### 601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe ..... 909.02.02

### 601.03.01 Pipe

#### B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

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

#### D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

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

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

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

#### E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

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

#### F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

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

### 601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

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

**601.03.04 Underdrain**

**A. Excavating.**

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

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

**601.03.06 Video Inspection of Pipe**

THE SECOND PARAGRAPH IS CHANGED TO:

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

**601.03.07 Deflection Inspection of HDPE Pipe**

THE SUBPART HEADING IS CHANGED TO:

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

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

**601.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, the Department will make payment for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

THE FOLLOWING ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
15" DUCTILE IRON PIPE, CLASS III, INCLUDING DEWATERING, EXCAVATION, AND BACKFILL (IF AND WHERE ORDERED)	LINEAR FOOT

## **SECTION 602 – DRAINAGE STRUCTURES**

### **602.01 Description**

The following is added to this subsection of the standard specifications:

The work may also include the construction of concrete block handholes.

### **602.03.02 INLETS AND MANHOLES**

This Article of the Standard Specifications is amended as follows:

Delete subtitles 1 and 2 of this Article and the entire text and substitute the following:

#### **1. PRECAST**

Precast concrete inlets and manholes will not be allowed unless specifically permitted by the engineer.

When precast concrete inlets and manholes are specifically permitted, shop drawings signed and sealed by a licensed New Jersey Professional Engineer including certification that the precast concrete inlets and manholes are able to withstand HS20 highway loadings and are suitable for the intended use shall be submitted for approval prior to construction.

Precast bases may be supplied for inlets and manholes to facilitate construction; inverts must be poured in place.

All precast bases for inlets and manholes shall be set on a six (6") inch thick bed of coarse aggregate size No. 57.

#### **2. CONCRETE BLOCK CONSTRUCTION**

Concrete block shall be laid with staggered joints. All horizontal joints and all keyways of vertical joints shall be filled with mortar. No horizontal joints shall be more than 3/8 inch wide. The inside and outside walls shall be plastered with a minimum of 1/2 inch thickness of mortar troweled to a smooth finish.

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

The concrete block and mortar shall be so constructed around the pipes as to prevent leakage and form a neat connection.

Concrete block manholes and inlets shall be constructed on an 8" thick 4,500psi concrete mat in accordance with the construction details.

### **602.03.03 SETTING CASTINGS, RESETTING CASTINGS AND RECONSTRUCTING INLETS AND MANHOLES**

This article of the Standard Specifications is amended as follows:

The following is added:

Existing inlet and manhole castings which are no longer required, due to replacement or reconstruction, shall become the property of the Owner unless otherwise directed by the Engineer.

The work associated with the reconstruction of existing inlets and manholes shall include, but is not necessarily limited to, the removal and replacement of existing deteriorated ladder rungs, the replacement of missing bolts, the removal and

reconstruction of deteriorated walls or portions of walls and walls constructed of materials other than concrete or concrete block and concrete brick, the disposal of deteriorated masonry, the grouting of all open joints and plastering of block walls, the filling of all block cells with concrete, the reconstruction of deteriorated channels and inverts, the trimming of pipes flush with walls, the resetting and regrouting of existing castings and backplates, the replacement of damaged castings, grates or covers where damaged or ordered, the removal of all sedimentation and debris and all else necessary to make the inlet water tight and structurally sound.

The work associated with set inlet castings shall include the replacement of inlet castings with type N eco castings and bicycle safe grates. Inlet frames which are cracked or uneven shall also be replaced. Cost for same shall be included in the price bid for set inlet casting.

The work associated with reset existing casting shall utilize the existing frame, casting, and grate and shall be set to meet the finished pavement grade.

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

THE FIRST PARAGRAPH IS CHANGED TO:

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

**602.04 Measurement And Payment**

MEASUREMENT AND PAYMENT WILL BE MADE UNDER:

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
INLET, TYPE A	UNIT
INLET, TYPE B	UNIT
RECONSTRUCT INLET, TYPE A, USING NEW CASTING	UNIT
RECONSTRUCT INLET, TYPE B, USING NEW CASTING	UNIT
RECONSTRUCT INLET, TYPE E, USING NEW CASTING	UNIT
RESET INLET, TYPE B, CASTING	UNIT
BICYCLE SAFE GRATE	UNIT
CURB PIECE	UNIT

Separate payment will not be made for coarse aggregate bedding under precast bases for inlets and manholes.

All inlets to be constructed and reconstructed will be with new casting and curb piece, and new bicycle safe grate. The curb piece will be "ECO" type with height as indicated on the plan. Payment for curb piece, bicycle safe grate and all else necessary will be included in the price bid for constructing the inlets.

## SECTION 605 FENCE

### 605.01 DESCRIPTION

This Section describes the requirements for constructing fence and gates, removing and resetting fence, and repairing chain-link fence, including replacing damaged fabric.

### 605.02 MATERIALS

#### 605.02.01 Materials

Provide materials as specified:

Concrete .....	<a href="#">903.03</a>
Mortar.....	<a href="#">903.08.01</a>
Chain-Link Fence.....	<a href="#">913.02.01</a>

#### 605.02.02 Equipment

Provide equipment as specified:

Vibrator .....	<a href="#">1005.04</a>
Concrete Batching Plant.....	<a href="#">1010.01</a>
Concrete Trucks .....	<a href="#">1010.02</a>

### 605.03 CONSTRUCTION

#### 605.03.01 Chain-Link Fence

Before constructing or placing fence, clear the site as specified in [201.03.01](#). Remove rock protruding above the ground surface in the fence line.

Where aluminum-coated fence or PVC-coated fence is not designated, the Contractor may use either kind.

Set terminal posts at the beginning and end of each continuous length of fence, at abrupt changes in vertical and horizontal alignment, and on each side of gate locations. Install posts to be set in concrete in dug or drilled holes. Place concrete as specified in [504.03.02.D](#) and allow concrete to cure for at least 72 hours before stretching fence fabric.

If a concrete foundation is not required, the Contractor may drive posts to the required depth if ground conditions permit. When solid rock is encountered, install posts not required to be set in concrete by drilling the rock to the required depth and securing with mortar.

#### 605.03.02 Gates

Install gates necessary for construction operations at selected locations. Set gates according to the manufacturer's recommendations. Provide gates equipped with locks and 2 sets of keys. Provide the keys to the RE. Keep gates padlocked, except when in use during working hours.

#### 605.03.03 Repairing Chain-Link Fence

Provide and erect new fabric where required. Provide new fence fabric of the same type as existing fence. If the same fence fabric cannot be provided, obtain RE approval of equivalent. Straighten top rails and posts, or replace as necessary, as determined by the RE. Replace all tension wire and mend all vertical cuts.

Follow the construction requirements for new fence as specified in [605.03.01](#). Dispose of unusable materials as specified in [201.03.01.H](#).

#### 605.03.04 Temporary Chain-Link Fence

Before beginning construction operations, erect temporary chain-link fence required to enclose construction areas. Construct temporary fence as specified in [605.03.01](#). The Contractor may reuse material as approved by the RE.

**605.04 Measurement And Payment**

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

<i>Item</i>	<i>Pay Unit</i>
CHAIN LINK FENCE, PVC-COATED STEEL, 4' HIGH	LINEAR FOOT

The Department will measure chain-link fence along the bottom line of the fabric, deducting with width of gates.

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

**606.01 Description**

This Article of the Standard Specifications is amended as follows:

General - The contractor is hereby notified that all concrete sidewalks and driveways shall be cured in accordance with Subsections 606 and 504.

This work shall also include the construction of aggregate driveways.

**606.02 Materials**

This Article of the Standard Specifications is amended as follows:

Following is added to this subsection.

Coarse aggregate shall conform to Section 901.03.

Class A concrete aprons and driveways shall attain a strength of not less than 4500 psi in 48 hours.

**606.03 Construction**

**606.03.01 HMA Sidewalks, Driveways And Islands**

The following is added to this Article:

HMA driveway restoration shall consist of 2" of HMA Surface Course, Mix 9.5M64 over 3" of HMA Base Course, Mix 19M64.

HMA driveway restoration for commercial driveway shall consist of 2" of HMA surface course, Mix 9.5M64, over 4" of HMA base course, Mix 19M64 or in accordance with the construction details.

**606.03.02 Concrete Sidewalks, Driveways And Islands**

A. Underlayer Preparation

The following is added to this Article:

Four inches (4") of dense graded aggregate base course shall be provided under all sidewalks and driveway aprons.

B. Forms

C. Welded Wire Mesh

E. Expansion Joints

Following is added to this subsection.

Pre-formed expansion joints shall be provided where proposed concrete walks and driveways are to abut existing concrete walks and/or driveways.

Four inch (4") PVC sleeves shall be provided for all sign posts within proposed concrete sidewalks.

F. Placing Concrete

G. Finishing Concrete

H. Protection and Curing

The following is added after the first paragraph:

Ambient temperatures below 40°F shall be considered cold weather.

I. Backfilling

#### **606.03.03 Detectable Warning Surfaces**

The following is added to these specifications:

Immediately before installing safety red color and Detectable Warning Surfaces, the designated area shall be thoroughly cleaned and dried according to the manufacturer's recommendation. The installation of Detectable Warning Surfaces shall be according to the corresponding construction details and the manufacturer's recommendation. The background surface upon which the detectable warning surface is installed, silicon carbide 60 grit shall be evenly broadcast at a rate of 0.07 pounds per square yards for skid resistance.

The following article is added to the specifications:

#### **606.03.04 Aggregate Driveways**

The construction of aggregate driveways shall consist of the installation of Coarse Aggregate Type 57, 4" thickness, over a compacted subgrade and to the lines and grades on the plans. Where existing driveways consist of decorative aggregate, gravel or other aggregates not similar to standard quarry "Blue" stone, the existing aggregate shall be stripped, stockpiled, and replaced. Additional aggregate similar in color, size, and appearance to the existing shall be provided where necessary.

#### **606.04 Measurement And Payment**

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

MEASUREMENT AND PAYMENT WILL BE MADE UNDER:

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
CONCRETE SIDEWALK, 5" THICK (INCLUDING BEDDING)	SQUARE YARD
RESET EXISTING PAVERS (IF AND WHERE ORDERED)	SQUARE YARD
HOT MIX ASPHALT DRIVEWAY, 5" THICK	SQUARE YARD
CONCRETE DRIVEWAY, REINFORCED, 6" THICK (INCLUDING BEDDING)	SQUARE YARD
DETECTABLE WARNING SURFACE	SQUARE YARD

The following is added:

Separate payment will not be made for welded steel wire fabric provided in concrete walks and driveways, or for the dense graded aggregate under the concrete and HMA driveways and sidewalks.

Payment for sidewalks shall also include all grading of adjacent turf areas necessary to provide a minimum slope of 2% and a maximum slope of 3:1.

Payment for removing, stockpiling, and replacing existing driveway aggregate where directed shall be made based on the unit price bid for aggregate driveway restoration.

Add the following to this Article:

#### Causes for Rejection of Concrete Walks and Driveways

Concrete walks and driveways shall be rejected and ordered replaced by the Engineer if any or all of the following should occur or exist:

- A. Staining or discoloration of concrete sidewalk.
- B. Walk or driveway is out of alignment.
- C. Walk or driveway is out of grade.
- D. Joints and surfaces are improperly finished.
- E. Expansion joints protrude from concrete.
- F. Cracks, chips, or other damages occur during construction or maintenance period.
- G. Settlement of walk or driveway.
- H. Inspection not asked for prior to pouring of concrete.
- I. Improper vibration of concrete.
- J. Vandalism during initial setup of concrete.

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

**SECTION 607 – CURB**

**607.01 DESCRIPTION**

THE PARAGRAPH IS CHANGED TO:

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

**607.02.01 Materials**

THE FOLLOWING IS ADDED:

Epoxy Waterproofing..... 912.02.02

**607.02.02 Equipment**

THE FOLLOWING IS ADDED:

Concrete Vertical Curb Saw..... 1008.07

THE FOLLOWING SUBPART IS ADDED:

**607.03.08 Sawcut Vertical Curb**

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

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

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

Dispose of cut material as specified in 201.03.01.H.

**607.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING PAY ITEM IS ADDED:

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

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

**610.03.02 Traffic Markings Lines, Traffic Markings Symbols, and Traffic Markings Route Symbols**

THE SUBPART IS CHANGED TO:

- A. Marking Plan.** At least 20 days before beginning the work, submit to the RE for approval a marking plan that includes:

1. Schedule of operations for applying traffic markings.
  2. Number and type of equipment.
  3. Manufacturer's recommendations for use of the materials, including mixing ratios and application temperatures.
  4. Details on the means and methods for surface preparation.
  5. Details on the means and methods for premarking.
- B. Surface Preparation.** Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.
- C. Applying Traffic Markings.** Place preformed thermoplastic or hot extruded thermoplastic traffic markings on thoroughly dry surfaces and during dry weather conditions. Apply using equipment and procedures that produce markings of the specified color, width, and thickness with well-defined edges, uniform retroreflectivity, and proper bonding to the pavement. Apply the thermoplastic material as follows:
1. **Preformed Thermoplastic.** Melt the preformed thermoplastic tape to bond the traffic markings permanently in position according to the manufacturer's recommendations.  
  
Meet the minimum initial retroreflectance value, as specified in 610.03.01.D for thermoplastic tape, by applying additional glass beads to the hot-wet material in a uniform pattern as necessary.
  2. **Extruded Thermoplastic.** Uniformly heat the thermoplastic material. When the ambient and surface temperatures are at least 50 °F, apply the melted material at a temperature of between 400 and 425 °F. Extrude the thermoplastic traffic markings on the HMA or concrete pavement ensuring a thickness of  $90 \pm 1$  mils.  
  
Immediately after, or in conjunction with the thermoplastic extrusion, uniformly apply glass beads to the wet material at a minimum rate of 10 pounds per 100 square feet of markings. Apply glass beads by mechanical means only.
- D. Applying Transverse Rumble Markings.** Install transverse rumble markings as follows:
1. Ensure the HMA or concrete pavement is clean and dry before applying thermoplastic materials as specified in 610.03.02.B.
  2. Heat thermoplastic material as specified in 610.03.02.C.2.
  3. Apply one layer of thermoplastic material on the HMA or concrete pavement surface at a thickness of  $125 \pm 1$  mils. Then while the material is hot, apply a second layer of thermoplastic material at  $125 \pm 1$  mils.
  4. Uniformly apply glass beads as specified in 610.03.02.C.2.
  5. The Contractor will ensure that there is no separation between the first and second layer of thermoplastic material before the RE's final acceptance of transverse rumble markings.
  6. The Contractor will ensure that the appropriate thickness of  $125 \pm 1$  mils per layer of thermoplastic material is installed, any markings found by the RE to be thinner than  $125 \pm 1$  mils will be removed and reinstalled by the Contractor at no additional cost to the Department.
  7. The Department will make payment for transverse rumble markings by square feet under TRAFFIC MARKINGS SYMBOLS as specified in 610.04.
  8. Thermoplastic material for transverse rumble markings shall be white in color.
- E. Performance.** Ensure that the traffic markings show no fading, lifting, cracking, chipping for any reason including but not limited to traffic wear, maintenance activities including snow plowing, until Acceptance. Ensure that 60 days after application, traffic markings have a minimum retroreflectance value of:
- 375 millicandelas per square meter per lux for white traffic markings
- 250 millicandelas per square meter per lux for yellow traffic markings
- F. Defective work.** Replace thermoplastic traffic markings that are determined by the RE before Acceptance to be defective or that are damaged during construction. Remove defective markings as specified in 610.03.08.
- Replace the entire area of thermoplastic traffic markings determined to be less than the required thickness, to have incorrect color or width, to have failed to bond to the pavement, or to have chipped or cracked. The minimum

replacement area is an individual word or symbol, or for longitudinal lines the entire length from where the deficiency first occurs to where it no longer exists.

The RE will determine initial retroreflectance as follows:

Provide the RE with a Reflectometer that meets a 30 meter geometry as specified in ASTM E 1710, capable of measuring wet and dry conditions as specified in ASTM E 2176 and ASTM E 2177, and that has been certified by the manufacturer as being calibrated within the last 2 years. The RE will test the retroreflectance of traffic markings with the provided reflectometer according to the manufacturer's recommendations. Replace traffic markings that do not meet the retroreflectance values indicated in 610.03.02.E.

- G. Opening to Traffic.** Complete each application of thermoplastic traffic markings and allow to thoroughly dry before opening to traffic. The RE will determine when the traveled way can be opened to traffic.

#### **610.03.03 RPMs (Raised Pavement Markers)**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

#### **610.03.07 Rumble Strip**

THE FOURTH PARAGRAPH IS CHANGED TO:

Ensure that after cutting centerline rumble strips, the centerline rumble strips are cleaned, all debris is collected and the surface is prepared as specified in 610.03.01.B before placing traffic stripes.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

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

THE FOLLOWING SUBPART IS ADDED:

#### **610.03.09 Removal of Rumble Strip**

Prior to shifting lanes, remove rumble strips as indicated in the plans and as directed by the RE.

Centered over the rumble strip, mill the width of the rumble strip plus 4 inches beyond the edge of the rumble strip on both sides. Mill to a minimum depth of 2 inches.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the removal before proceeding with paving in the milled rumble strip.

Apply polymerized joint adhesive to the vertical surfaces of the milled rumble strip area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to bottom surface of the milled rumble strip area. Spread and grade HMA surface course in the milled rumble strip area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.

#### **610.04 MEASUREMENT AND PAYMENT**

THE SUBPART IS CHANGED TO:

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

*Item*  
 TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" THICK  
 TRAFFIC MARKINGS, THERMOPLASTIC  
 STREET PRINT PAVEMENT MARKINGS

*Pay Unit*  
 LINEAR FOOT  
 SQUARE FOOT  
 SQUARE FOOT

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

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

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

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

**SECTION 612 – SIGNS**

**612.02 MATERIALS**

THE FOLLOWING MATERIAL IS CHANGED TO:

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

**612.03 CONSTRUCTION**

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

THE SUBPART IS RENAMED TO:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

**612.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEM IS CHANGED TO:

*Item*  
 REGULATORY AND WARNING SIGN

*Pay Unit*  
 SQUARE FOOT

## **DIVISION 650 – UTILITIES**

### **SECTION 651 – WATER**

#### **651.02 MATERIALS**

##### GATE VALVES (UNDERGROUND)

Gate valves shall conform with all applicable provisions of standard Specification AWWA C-509-87 (as amended) for Resilient Seal Wedge Gate Valves. Buried gate valves shall be iron body, inside manganese bronze mounted disk parallel seat and "O" ring seals. The interior of the valve and gate shall be coated with a synthetic rubber or epoxy compound to provide a durable gate seating surface and protection against abrasion, tuberculation, scale, etc. The valve shall have a fullbore, unobstructed flow path for full flow capacity. All valves shall open counter clockwise, shall be set plumb, and shall be furnished with a 2 inch square operating nut. Valves shall be of the non-rising stem type and shall be as manufactured by U.S. Pipe Co., Kennedy Valve Co., Mueller Co., or approved equal.

All valves up to 12" diameter shall be supplied with mechanical joint ends, shall be suitable for working pressures to 200 PSI and shall be installed in the vertical position. Valves larger than 12" diameter shall be suitable for working pressures to 150 psi, shall be installed in the horizontal position and shall be provided with bevel gear operator and enclosed grease case. All valves larger than 12" diameter shall also be provided with a 3 inch bypass valve (with separate valve box) and rollers, horizontal tracks and scrapers. Lubrication instructions and parts lists shall be furnished in triplicate for each type of valve provided. No valves shall be ordered without first obtaining the approval of the manufacturers and style from the Engineer.

##### VALVE BOXES

All buried valve boxes shall be 2 piece sliding type cast iron valve boxes. Where valves are deeper than 4'-0" extension stems shall be provided to within 2'-0" of the ground. All extension stems shall be of heavy duty construction, shall be coated with 2 coats of asphaltum varnish, and shall be provided with a self centering ring to maintain the stem in the center of the valve box. Each valve box shall be Catalog Figure 120 as manufactured by Kennedy, Mueller Company Catalog No. H-10364 or approved equal.

All valves boxes and extension stems shall be set plumb. All valve box covers shall have the word "water" and an arrow indicating the direction of valve opening cast on. Concrete block shall be poured around all valve boxes not set in paved area as shown on the detail sheet.

After completion of the project, the contractor shall furnish the owner with two (2) adjustable valve wrenches suitable for operating all valves.

##### FIRE HYDRANT ASSEMBLIES

The hydrant shall be a three way hydrant with two (2) 2 1/2 inch hose nozzles and one (1) 4 1/2 inch pumper nozzle. The nozzles shall have the Municipality's Standard threads. The operating nut shall be a 1 1/8 inch pentagon. The hydrant main internal valve opening shall be 5 1/4 inches. The hydrant shall be a traffic model with hydrant barrel made up of two sections with a break feature flange. Each hydrant shall be Mueller Company, No. A-421 or approved equal.

The hydrant shall be suitably restraint rodded to the isolation valve and the valve shall be restraint rodded to the water main tee.

The hydrant shall have a 150 psi working pressure and a 300 psi test pressure rating. The hydrant shall meet the requirements of AWWA C 502, latest revision and be enamel painted in accordance with the Owner's color code.

## WATER SERVICE CONNECTIONS AND RELOCATIONS

Pipe: Copper piping for underground service shall be Type "K" soft annealed seamless copper water tube, ASTM B88 72, with approved brass flared joint fittings.

Service Fittings: All service fittings shall be forged of waterworks bronze alloy and be as manufactured by the Mueller Company or approved equal.

Corporation Stops:	Mueller 15000
Curb Stop:	Mueller No. 15204
Curb Box:	Mueller cast iron extension type with arch pattern base
Connectors:	Mueller 110 flared type

### **651.03 Construction**

#### **651.03.01 Water Pipe**

### TEST REQUIREMENTS

The entire pipeline will be tested for water tightness by exfiltration test in conformance to AWWA C600-05 except as modified herein. Length of pipe sections to be tested will be determined in advance in conjunction with the engineer or his inspector.

The contractor shall provide all labor and equipment necessary to perform the testing of the pipeline including the installation of corporation cocks where necessary for testing or for bleeding air from the test section. The pipe shall be tested in the presence of the engineer and representatives of the New Jersey Department of Environmental Protection if required as stipulated in Division 1 of the specifications.

The contractor shall fill the line completely with water; all air shall be expelled and an exfiltration test made. The pipeline will be tested under a minimum hydrostatic pressure of 150 psi based on the lowest elevation of the pipeline. Test pressure shall not be less than 100 psi at the highest point along the test section when allowed by the Engineer. The maximum leakage permitted will be 11.65 gallons per inch diameter per mile per day while maintaining the test pressure with an allowable tolerance of 5 psi maximum. The duration of the test shall be 2 hours.

Should the test indicate a leakage rate greater than that permitted, the contractor shall at his own expense locate and repair or rebuild the defective portion of the main responsible for the leak.

The test shall then be repeated until it is found that the leakage is within the allowable limit. The contractor shall furnish all water, hose, pumps, test plugs, measuring devices and all other items that may be required for test purposes.

All tests must be witnessed by the engineer or his representative before the pipeline will be accepted. THE CONTRACTOR IS CAUTIONED THAT A WATER TIGHT PIPELINE IS OF PRIME IMPORTANCE.

### **651.04 Measurement AND Payment**

THE SUBPART IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
RESET WATER VALVE OR WATER SERVICE BOX (IF AND WHERE ORDERED)	UNIT

## SECTION 652 – SANITARY SEWERS

### 652.02 MATERIALS

#### PRECAST CONCRETE SANITARY SEWER MANHOLES

##### A. Concrete and Joints

All manholes shall be precast manholes consisting of precast reinforced concrete sections manufactured in accordance with ASTM Designation C478. Top section shall be conical and all sections shall have a minimum concrete compressive strength of 4,000 psi. Circumferential steel reinforcement for riser pipe and cone sections shall be a minimum of 0.12 square inches per lineal foot. Reinforcing in the bottom of bases shall be a minimum of 0.12 inches per lineal foot in both directions. Joints of all manhole sections shall be formed entirely of concrete employing a round rubber gasket and when assembled, shall be self centering and make a uniform watertight joint. Gasket spaces between the bell and spigot shall be so shaped as to provide grooves that will prevent the gasket from disengaging from its compression surface or being blown out by hydrostatic pressures.

Precast base sections shall be supplied by the manufacturer. The inverts may be cast in the field by the contractor. All inverts shall be smooth and accurately shaped to a semi circular bottom conforming to the inside of the adjacent sewer sections.

The base section of each manhole shall include precast flexible mechanical connections for all incoming pipes. The connection shall be installed during the construction of the section. The connection shall be of such design so as to be self adjusting such that a constant equal compression is maintained regardless of variations in pipe thickness and shape. The flexible mechanical connection shall provide "zero" infiltration. Shop drawings of manholes and flexible mechanical connections shall be submitted for approval prior to construction.

Manholes and drop manholes shall be constructed as shown on the drawings in accordance with all applicable requirements previously specified.

##### B. Castings

The contractor shall furnish and set level and to the proper grade, cast iron manhole frames and covers of the form and dimensions shown on the plans. All castings for manholes frames and covers shall be of tough gray iron, free from cracks, holes, and other defects.

All manhole castings shall be a circular flared type frame with round flange as indicated on the construction details.

All castings shall be accurately manufactured to the required dimensions and shall be machined to provide even bearing surfaces. Covers must fit the frames in any position, and if found to rattle under traffic, shall be replaced. Filling to obtain tight covers will not be permitted. The frame shall be thoroughly bedded in mortar.

Castings shall be carefully coated inside and out with coaltar pitch varnish.

All manhole covers shall have cast into the cover the words indicated on the construction details.

C. Ladder Rungs

During the construction of each manhole, ladder rungs, shall be set in place on the inside of the manhole, beginning two feet above the bottom, and spaced twelve inches (12") center to center, as shown on the plans and details. Steps shall be constructed to the dimensions shown on the contract drawings and shall be properly embedded in the wall.

**652.03.01 Sewer Pipe**

**G. Sewer Pipe Testing.**

**1. Gravity Main Sewer Testing.**

The following is added to this article:

TEST REQUIREMENTS

The entire pipeline will be tested for vertical deflections and for water tightness by infiltration and exfiltration test methods.

The length of pipe sections to be tested will be determined in advance in conjunction with the Engineer or his Inspector.

The contractor shall provide all labor and equipment necessary to perform the testing of the pipeline. The pipe shall be tested in the presence of the Engineer and representatives of the New Jersey Department of Environmental Protection and Energy, if required, as stipulated in Division 1 of the Specifications.

A. Infiltration Test (Not Included in Contract)

The contractor shall flush clean all sewers and appurtenances after the completion of the installation and prior to testing of the completed sewer. All debris shall be removed at each downstream manhole. After flushing the line, the contractor shall perform an infiltration test. The entire work of constructing manholes must be carried on in a manner to insure watertight construction and any leaks in manholes shall be caulked, repaired or the entire work shall be removed and re built. Manhole frames and covers shall be of watertight design. An inspection of the completed work or any part thereof will be conducted and any signs of infiltration within manholes, pipes, or joints shall be corrected prior to final acceptance. After flushing the line, the contractor shall perform an infiltration test. The allowable leakage rate shall be 25 gallons per inch of internal pipe diameter per mile per day. The contractor shall provide calibrated V notch Weirs at locations approved by the Engineer in order to determine the rates of infiltration. The weirs shall be installed by the contractor in a manner that will not allow any infiltration water to by pass the V notched weir.

If the infiltration rate exceeds the allowable rate, the contractor shall determine at his own expense, the source or sources of infiltration and he shall repair or replace all defective materials or workmanship. The entire pipe installation shall meet the requirements of this test.

B. Exfiltration Test

The contractor shall first clean and flush all lines. All debris flushed out shall be removed at each downstream manhole. All test plugs, test gauges, an air compressor, and personnel for conducting the acceptance test shall be furnished by the contractor. The test shall only be performed under the supervision of the Engineer.

The test shall be conducted on all main line sewers after the new sewer laterals and cleanouts have been installed as directed, and the laterals have been plugged utilizing blow up plugs installed through the cleanout or other methods as may be approved by the Engineer.

The section of line being tested shall be securely plugged at each manhole and all stoppers or plugs shall be securely braced.

During the exfiltration test, low pressure air shall be slowly and steadily supplied to the plugged section of pipe to be tested until the internal air pressure reaches 4.0 psi greater than the average back pressure of any groundwater that may submerge the pipe. At least two minutes shall be allowed for temperature stabilization before proceeding further. The back pressure of any groundwater caused by the water head above the centerline of the pipe must be determined by a method approved by the Engineer. This back pressure must be added to the standard test pressures to compensate for the groundwater effect on the air test.

The rate of air loss shall then be determined by measuring the time interval required for the internal pressure to decrease from 3.5 psi to 2.5 psi greater than the average back pressure of any groundwater that may submerge the pipe.

**MINIMUM DURATION FOR AIR TEST PRESSURE DROP**

<u>Pipe Size (Inches)</u>	<u>Time (Minutes)</u>
4	2.5
6	4
8	5
10	6.5
12	7.5
15	9.5
18	12

The pipeline shall be considered to have an acceptable exfiltration rate when tested at an average pressure of 3.0 psi greater than the average back pressure of any groundwater that may submerge the pipe, when the duration for air test pressure drop exceeds the time indicated in the previously listed table.

If the pipe installation fails to meet the exfiltration requirements, the contractor shall determine at his own expense the source or sources of exfiltration, and he shall repair or replace all defective materials or workmanship. The entire pipe installation shall meet the requirements of this test.

**C. Vertical Deflection Limitations Test**

The contractor shall also furnish all equipment and personnel to conduct deflection testing on all PVC pipe installed. The total vertical wall deflection of the PVC sewer pipe shall not exceed five (5) percent of the inside pipe diameter. Deflection testing shall not be conducted earlier than seven (7) days after placement and compaction of the backfill.

The vertical deflection shall be checked by manually pulling a go, no go deflection testing mandrel through the pipe. The mandrel shall be specifically designed for this purpose, and the contractor shall submit shop drawings to the engineer detailing the type of mandrel to be used. The mandrel shall be as manufactured by Armco, Inc. or equal and shall have the specified accuracy in all positions of rotations.

The contractor shall conduct all deflection testing in the presence of the Engineer. Should any pipe section exceed the maximum deflection specified, the contractor shall undertake any remedial action as required to reduce the deflection to within that limit.

**D. Backfilling**

**652.03.02 Ductile Iron Sewer Pipe, Bridge**

**652.04 Measurement AND Payment**

THE SUBPART IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
RESET MANHOLE CASTING	UNIT

## SECTION 653 – GAS

### 653.03.01 Gas Main

#### A. Prequalification.

List of prequalified subcontractors is as follows:

#### C. Handling and Storing.

#### J. Air-Pressure Test.

## DIVISION 800 – LANDSCAPING

### SECTION 802 – TRIMMING AND REMOVING TREES

#### 804.04 Measurement And Payment

MEASUREMENT AND PAYMENT WILL BE MADE UNDER:

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
TREE REMOVAL, 0" TO 12" DIAMETER	UNIT
TREE REMOVAL, 12" TO 36" DIAMETER	UNIT
TREE REMOVAL, OVER 36" DIAMETER	UNIT

### SECTION 804 – TOPSOILING

#### 804.01 DESCRIPTION

This subsection is amended as follows:

Add the following:

This work shall also consist of the fine grading of all disturbed areas.

#### 804.02 MATERIALS

#### 804.03 CONSTRUCTION

This Article of the Standard Specifications is amended as follows:

Add the following to this Article:

All topsoil shall be thoroughly cleared of all sticks, roots, branches, coarse sods, and other deleterious matter, and all stones larger than 1 inch in diameter before it is spread. Topsoil shall not be handled or spread when it is in a frozen or muddy condition, or otherwise unsuitable for handling.

No topsoil shall be spread before completion of all construction in the area or before all fills are fully stabilized, or before a sample has been submitted and approved by the Engineer. Before spreading topsoil, the subgrade shall be cleared of all stones and debris. Any portions of the subgrade which have been compacted to a hard surface shall be pulverized to a depth of 3 inches by plowing or other methods acceptable to the Engineer.

#### 804.04 MEASUREMENT AND PAYMENT

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

Pay Item

Pay Unit

TOPSOILING, 4" THICK, INCLUDING FINE GRADING

SQUARE YARD

Measurement and payment for topsoiling shall be made by the square yard of the area in which the contractor has established a satisfactory stand of grass.

Payment will not be made for areas disturbed by construction operations beyond the prescribed grading limits.

**SECTION 806 – FERTILIZING AND SEEDING**

**806.01 DESCRIPTION**

**806.02 MATERIALS**

**806.03 CONSTRUCTION**

This Article of the Standard Specifications is amended as follows:

The following is added:

Fertilizing and seeding shall be carried out as soon as a unit or portion of the project, such as a structure, an interchange, or a section or roadway has been completed for partial acceptance.

Any damage to seeded areas caused by pedestrian or vehicular traffic or other causes, shall be repaired at no cost to the Owner.

WATERING LAWNS

The contractor shall take all necessary steps to produce a satisfactory lawn covering. Such steps shall include the thorough watering of the new lawn until it has received its second cutting.

The cost of such watering shall be borne by the contractor and the equipment and manpower required shall be furnished by the contractor.

**806.03.01 TURF SEEDING**

Add the following sentence to section 806.03.01C of this Article.

Type G seed mixture shall be sown at the rate of 0.4 pounds per 100 sq. ft.

**806.03.02 WILDFLOWER SEEDING**

**806.04 MEASUREMENT AND PAYMENT**

This article of the standard specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
FERTILIZING AND SEEDING, TYPE A-3	SQUARE YARD

Measurement and payment for fertilizing and seeding shall be made by the square yard of the area in which the contractor has established a satisfactory stand of grass.

Payment will not be made for areas disturbed by construction operations beyond the prescribed grading limits.

## **SECTION 809 – MULCHING**

### **807.01 DESCRIPTION**

### **807.02 MATERIALS**

### **807.03 CONSTRUCTION**

### **807.04 MEASUREMENT AND PAYMENT**

This Article of the Standard Specifications is amended as follows:

Delete the entire text of this Article and substitute the following:

Measurement and payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
STRAW MULCHING	SQUARE YARD

## **SECTION 811 – PLANTING**

### **811.03.02 Plant Establishment and Maintenance Period**

The Department will reinspect the plants annually for 5 years.

#### **2. Maintenance Bond.**

Provide a bond to the Department in the amount of \$20,000.00.

# DIVISION 900 – MATERIALS

## SECTION 901 – AGGREGATE

### 901.01 SOURCE

### 901.02 STOCKPILES

### 901.03 COARSE AGGREGATE

### 901.04 BLAST FURNACE SLAG

### 901.05 AGGREGATES FOR HMA

This Article of the Standard Specifications is amended as follows:

#### 901.05.05 Crushed Recycled Container Glass (CRCG)

CRCG will not be permitted in the top layer of HMA surface course.

### 901.06 AGGREGATES FOR CONCRETE, MORTAR AND GROUT

### 901.07 GRIT

### 901.08 RIPRAP STONES

### 901.09 GABION BASKET STONE

### 901.10 DENSE-GRADED AGGREGATE (DGA)

### 901.11 SOIL AGGREGATE

#### (1) Composition of Soil Aggregate

The following is added:

Type G granular fill shall be in accordance with the following allowable gradational envelope:

<u>U.S. Standard Sieve Size</u>	<u>Percent Finer by Weight</u>
2"	100
1"	80-100
3/8"	70-100
No. 10	50-100
No. 30	30-85
No. 60	15-65
No. 200	5-15

## SECTION 902 – ASPHALT

### 902.01.01 Asphalt Binder

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

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

### 902.01.04 Warm Mix Asphalt (WMA) Additives and Processes

THE FIRST PARAGRAPH IS CHANGED TO:

Use a WMA additive or process that is listed on the QPL.

### 902.02.01 Mix Designations

PART (4) IS CHANGED TO:

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

### 902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

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

### 902.02.04 Sampling and Testing

#### A General Acceptance Requirements.

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

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

#### D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

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

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

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

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

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

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

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

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

**902.02.04.E Sampling and Testing**

THE FOLLOWING SUBSECTION IS ADDED:

**E. Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902.02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form “DS-8 HMA Testing Summary Report – State Aid” provided on the [Local Aid Website](#) must be utilized by the Laboratory to report their findings to the RE.

Alternatively, the Department may accept the HMA by [Certification of Compliance](#) according to 106.07.

**902.03 OPEN-GRADED FRICTION COURSE (OGFC) AND MODIFIED OPEN-GRADED FRICTION COURSE**

**902.03.03 Sampling and Testing**

THE ENTIRE SUBPART IS CHANGED TO:

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

Ensure that a technical representative from the lab which designed the mix is present during the first night of production to make adjustments as needed for mix compliance. During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct draindown tests as directed by the ME.

If the composition testing results are outside of the production control tolerances specified in Table 902.04.02-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.04.02-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the production control tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the production control tolerances specified in Table 902.04.02-1. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.04.02-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval. The ME will reject mixture produced at initial restarting that does not meet tolerances.

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308. Perform testing for draindown according to AASHTO T 305 for every 3,500 tons or as directed by the ME. The ME may require testing and calculations of film thickness according to NJDOT B-13. The ME may require adjustment or redesign of the UTFC for failure of draindown or film thickness based on the requirements in Table 902.04.02-2. During production at the plant, the ME will take a sample of the asphalt binder once every 3,500 tons or as directed by the ME.

**Table 902.03.03-1 JMF Master Ranges and Mixture Requirements Open-graded Friction Course**

Sieve Sizes	Mixture Designations (% Passing <sup>1</sup> )		
	OGFC – 9.5 mm	MOGFC – 12.5 mm	MOGFC – 9.5 mm
3/4"	–	100	–
1/2"	100	85 – 100	100
3/8"	80 – 100	35 – 60	85 – 100
No. 4	30 – 50	10 – 25	20 – 40
No. 8	5 – 15	5 – 10	5 – 10
No. 200	2.0 – 5.0	2.0 – 5.0	2.0 – 4.0
Minimum asphalt binder, % <sup>1</sup>	5.5	5.7	6.0
Minimum % Air Voids, design	15%	20%	18%
Minimum lift thickness, design	3/4"	1 1/4"	3/4"

1. Aggregate percent passing to be determined based on dry aggregate weight. Asphalt binder content to be determined based on total weight of mix.

**Table 902.03.03-2 Production Control Tolerances for OGFC and MOGFC Mixtures**

<b>Sieve Sizes</b>	<b>Production Control Tolerances from JMF<sup>1</sup></b>
1/2"	±3.0
3/8"	±4.0
No. 4	±3.0
No. 8	±1.0
No. 200	±1.0
Asphalt Binder Content, % (AASHTO T 308) <sup>2</sup>	±0.40
Asphalt Binder Content, % (NJDOT B-5) <sup>2</sup>	±0.15
Minimum % Air Voids	1.0% less than design requirement

1. Production tolerances may not fall outside of the wide band gradation limits in Table 902.03.03-1.
2. The asphalt binder content may not be lower than the minimum after the production tolerance is applied.

## **902.04 ULTRA-THIN HMA**

### **902.04.03 Sampling and Testing**

THE ENTIRE SUBPART IS CHANGED TO:

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

Ensure that a technical representative from the lab which designed the mix is present during the first night of production to make adjustments as needed for mix compliance. During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct draindown tests as directed by the ME.

If the composition testing results are outside of the production control tolerances specified in Table 902.04.02-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.04.02-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the production control tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the production control tolerances specified in Table 902.04.02-1. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.04.02-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval. The ME will reject mixture produced at initial restarting that does not meet tolerances.

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308. Perform testing for draindown according to AASHTO T 305 for every 3,500 tons or as directed by the ME. The ME may require testing and calculations of film thickness according to NJDOT B-13. The ME may require adjustment or redesign of the UTFC for failure of draindown or film thickness based on the requirements in Table 902.04.02-2. During production at the plant, the ME will take a sample of the asphalt binder once every 3,500 tons or as directed by the ME.

## 902.05 STONE MATRIX ASPHALT (SMA)

### 902.05.01 Composition of Mixture

THE SECOND PARAGRAPH IS CHANGED TO:

The composition of the SMA mixture is coarse aggregate, fine aggregate, mineral filler, mineral fibers or cellulose fibers, and polymer modified asphalt binder and may include a WMA additive. If the supplier utilizes a Fiberless SMA, the mineral or cellulose fibers may be removed and must utilize a WMA additive to properly reduce production temperature.

### 902.05.01 Composition of Mixture

THE FIFTH PARAGRAPH IS CHANGED TO:

For fine aggregate, use 100 percent manufactured stone sand conforming to 901.05.02. Ensure that the combined fine aggregate of 100 percent manufactured stone sand in the mixture conforms to the requirements in Table 902.02.02-2.

THE NINTH PARAGRAPH IS CHANGED TO:

If the asphalt supplier is to utilize a Fiberless SMA, the supplier must provide proper mixture design documentation, including a graph indicating the appropriate production temperature range where both draindown and air voids meet the material specifications. This graph should evaluate draindown and air voids using at least four temperature data points. If used, ensure that WMA additives or processes conform to 902.01.04. If a WMA additive is pre-blended in the asphalt binder, ensure that the asphalt binder meets the requirements of the specified grade after the addition of the WMA additive. If a WMA additive is added at the HMA plant, ensure that the addition of the additive will not negatively impact the grade of asphalt binder. Follow the manufacturer's recommendations for percentage of WMA additive needed. Do not use a controlled asphalt foaming system WMA for Fiberless SMA.

### 902.05.02 Mix Design

TABLE 902.05.02-1 AND TABLE 902.05.02-2 ARE CHANGED TO:

Table 902.05.02-1 SMA Specification Band (% Passing) Nominal-Maximum Aggregate Size				
Production Control Tolerances from JMF1	Sieve Size	19 mm % Passing	12.5 mm % Passing	9.5 mm % Passing
0%	1"	100	100	100
±3%	3/4"	90 – 100	100	100
±5%	1/2"	50 – 88	90 – 100	100
±5%	3/8"	25 – 60	50 – 80	70 – 95
±6%	No. 4	20 – 28	20 – 35	30 – 50
±3%	No. 8	16 – 24	16 – 24	20 – 30
±4%	No. 16	–	–	0 – 21
±3%	No. 30	–	–	0 – 18
±3%	No. 50	–	–	0 – 15
±2%	No. 200	7.0 – 11.0	7.0 – 11.0	7.0 – 12.0
–	Coarse Aggregate Fraction	Portion Retained on No. 4 Sieve	Portion retained on No. 4 Sieve	Portion retained on No. 8 Sieve

1. Production tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

**Table 902.05.02-2 SMA Mixtures Volumetrics for Design and Plant Production**

Property	Production Control Tolerances	Requirement
Air Voids	±1%	3.5%
Voids in Mineral Aggregate (VMA)	–	17.0% minimum
VCA <sub>mix</sub>	–	Less than VCA <sub>DRC</sub>
Draindown @ production temperature <sup>1</sup>	–	0.30% maximum
Asphalt Binder Content (AASHTO T 308) <sup>2</sup>	±0.40%	6% minimum <sup>3</sup>
Tensile Strength Ratio (AASHTO T 283)	–	80% minimum

1. For design, conduct draindown test at anticipated mixing temperature and 15°F higher. Ensure draindown test meets requirement at both temperatures. For production, conduct draindown test at 15°F higher than anticipated mixing temperature.
2. Asphalt binder content may not be lower than the minimum after the production tolerance is applied.
3. Aggregate blends with a Gsb value of 2.90 and higher may produce the mix with a minimum asphalt content of 5.8% with ME approval.

**902.05.03 Sampling and Testing**

THE ENTIRE SUBSECTION IS CHANGED TO:

**A. General Acceptance Requirements.** Ensure that the mix meets the requirements as specified in 902.02.04.A.

PART B IS CHANGED TO:

**B. Sampling.** The ME will take a random sample from each 700 tons of production for volumetric acceptance testing and to verify composition. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the ME. If a WMA additive is added at the HMA plant, asphalt binder sample will be taken after in-line blending.

**C. Quality Control Testing.** Perform quality control testing as specified in 902.02.04.C.

For each acceptance test, perform testing for draindown according to AASHTO T 305 at 15°F above the mixing temperature.

Perform bulk specific gravity of coarse aggregates ( $G_{CA}$ ) and dry-rodded voids in coarse aggregate  $VCA_{DRC}$  testing according to AASHTO R 46 by sampling and drying aggregates according to AASHTO R 90 and AASHTO T 255, respectively. The ME shall ensure that the  $G_{CA}$  and  $VCA_{DRC}$  of the aggregate blend has been determined within 7 days of the start of production. Stop production and conduct  $VCA_{DRC}$  test immediately when there are major changes to aggregate blend percentages. When performing the  $VCA_{DRC}$  test during production, use the  $G_{CA}$  value that was determined prior to production. The ME may request additional  $VCA_{DRC}$  tests to be conducted with or without requiring a new  $G_{CA}$  test to be performed at any time.

**D. Acceptance Testing and Requirements.** The ME will determine volumetric properties at 75 gyrations for acceptance from samples taken, compacted, and tested at the HMA plant according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the QC maximum specific gravity test result in calculating the volumetric properties of the SMA. The ME will determine  $VCA_{mix}$  according to AASHTO R 46.

If the acceptance sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or  $VCA_{mix}$  is greater than  $VCA_{DRC}$ , immediately take a quality control sample for testing. If the quality control sample is outside of the control tolerances for the No. 4 sieve in Table 902.05.02-1 or  $VCA_{mix}$  is greater than  $VCA_{DRC}$ , immediately stop production and shipping.

If the test results other than the No. 4 sieve or  $VCA_{DRC}$  are outside of the production control tolerances specified in Table 902.05.02-1 or Table 902.05.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.05.02-1 or Table 902.05.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality

control sample immediately after completing the corrective action to ensure that the mix is within tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition, air voids, draindown,  $VCA_{mix}$ , and VMA meet the production control tolerances specified in Table 902.05.02-1 and Table 902.05.02-2. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.05.02-1 or Table 902.05.02-2, immediately stop production and shipping.

THE FOURTH PARAGRAPH IN PART D IS CHANGED TO:

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval. The ME will reject mixture produced at initial restarting that does not meet tolerances.

### **902.06.01 Composition**

THE SECOND PARAGRAPH IS CHANGED TO:

The mixture shall consist of asphalt binder and aggregate and may contain a WMA additive. Use asphalt binder that is PG 64S-22 as specified in 902.01.01. Use aggregate that conforms to 901.05.01 or 901.05.02 and the gradation requirements specified in Table 902.06.01-1.

### **902.06.03 Sampling and Testing**

THE ENTIRE SUBPART IS CHANGED TO:

Perform quality control testing as specified in 902.02.04.C. Ensure that the mix meets the requirements as specified in 902.02.04.A, except that the temperature of the mix at discharge is required to be between 230 °F and 275 °F, otherwise the RE or ME will reject the material. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer's recommended laydown temperature.

During production, the ME will take 1 random acceptance sample from each 700 tons of production to verify composition. Conduct draindown tests as directed by the ME.

If the composition testing results are outside of the production control tolerances specified in Table 902.06.01-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances specified in Table 902.06.01-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the production control tolerances specified in Table 902.06.01-1. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.06.01-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval. The ME will reject mixture produced at initial restarting that does not meet tolerances.

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665 and will perform testing for composition according to AASHTO T 308. If directed by the ME, perform testing for draindown according to AASHTO T 305. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the ME.

**902.07.02 Asphalt-Rubber Binder**

PART (2) SUBSECTION (A) IS CHANGED TO:

**2. Asphalt Binder.**

- a. Use asphalt binder that conforms to AASHTO M 332, Table 1; PG 64S-22, PG 58-28 or an approved blend of both grades. The asphalt binder producer is required to provide the asphalt binder quality control plan annually to the ME for approval. Ensure that the quality control plan conforms to AASHTO R 26. Submit to the ME a certification of compliance, as specified in 106.07, for the asphalt binder. The ME will perform quality assurance sampling and testing of each asphalt binder lot as defined in the approved quality control plan.

**902.07.04 Sampling and Testing**

**C. Acceptance Testing.**

PART C IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308. Perform testing for air voids according to T 209 and either B-6 or T 331. Perform testing for draindown according to NJDOT B-8. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the ME.

Conduct air voids and draindown tests as directed by the ME.

If the composition testing results are outside of the production control tolerances specified in Table 902.07.04-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.07.04-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the production control tolerances. If the mix is within tolerance based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the production control tolerances specified in Table 902.07.04-1. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.07.04-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval. The ME will reject mixture produced at initial restarting that does not meet tolerances.

**Table 902.07.04-1 Production Control Tolerances for AR-OGFC Mixtures**

Sieve Sizes	Production Control Tolerances from JMF <sup>1</sup>
1/2"	±6.0
3/8"	±2.0
No. 4	±4.0
No. 8	±1.0
No. 200	±1.0
Asphalt-rubber binder, % (AASHTO T 308) <sup>2</sup>	±0.40
Minimum % Air Voids	1.0% less than design requirement

1. Production tolerances may fall outside of the wide band gradation limits in Table 902.07.03-1.

2. Asphalt-rubber binder content may not be lower than the minimum in Table 902.07.03-1 after the production tolerance is applied.

## 902.08 HIGH PERFORMANCE THIN OVERLAY (HPTO)

### 902.08.02 Mix Design

THE SUBPART IS CHANGED TO:

At least 45 days before initial production, submit a job mix formula for the HPTO on forms supplied by the Department. Include a statement naming the source of each component and a report showing the results meet the criteria specified in Table 902.08.02-1 and Table 902.08.02-2.

For the job mix formula for the HPTO mixture, establish the percentage of dry weight of aggregate passing each required sieve size and an optimum percentage of asphalt binder based upon the weight of the total mix. Determine the optimum percentage of asphalt binder according to AASHTO R 35 and M 323 with an  $N_{des}$  of 50 gyrations. Before maximum specific gravity testing or compaction of specimens, condition the mix for 2 hours according to the requirements for conditioning for volumetric mix design in AASHTO R 30, Section 7.1. If the absorption of the combined aggregate is more than 1.5 percent according to AASHTO T 84 and T 85, condition the mix for 4 hours according to AASHTO R 30, Section 7.2 prior to compaction of specimens (AASHTO T 312) and determination of maximum specific gravity (AASHTO T 209). Ensure that the job mix formula is within the master range specified in Table 902.08.02-1.

**Table 902.08.02-1 JMF Requirements for HPTO**

Sieve Sizes	Percent Passing <sup>1</sup>	Production Control Tolerances <sup>2</sup>
3/8"	100	±0.0%
No. 4	65 – 85	±4.0%
No. 8	30 - 45	±4.0%
No. 16	20 – 35	±3.0%
No. 30	15 – 30	±3.0%
No. 50	10 – 20	±2.0%
No. 100	5 – 15	±2.0%
No. 200	5.0 – 8.0	±1.0%
Asphalt Binder Content (Ignition Oven)		±0.40%

- Aggregate percent passing to be determined based on dry aggregate weight.
- Production tolerances are applied to the approved JMF for gradation and asphalt binder content. Gradation results may not fall outside of the wide band gradation limits when tolerances are applied.

Design the HPTO to meet the requirements in Table 902.08.02-2.

**Table 902.08.02-2 Volumetric Requirements for Design and Control of HPTO**

	Required Density (% of Max Sp. Gr.)		Voids in Mineral Aggregate (VMA)	Dust-to-Binder Ratio	Draindown <sup>1</sup> AASHTO T 305
	@ $N_{des}$ (50 gyrations)	@ $N_{max}$ (100 gyrations)			
<b>Design Requirements</b>	96.0	≤ 99.0	≥ 17.0 %	0.6 – 1.2	≤ 0.1 %
<b>Control Requirements</b>	95.0 – 97.0	≤ 99.0	≥ 17.0 %	0.6 – 1.3	≤ 0.1 %

- Draindown testing is at the discretion of the ME.

Ensure that the job mix formula provides a mixture that meets a minimum tensile strength ratio (TSR) of 85 percent when prepared according to AASHTO T 312 and tested according to AASHTO T 283 with the following exceptions:

1. Before compaction, condition the mixture for 2 hours according to AASHTO R 30 Section 7.1.
2. Compact specimens with 40 gyrations.
3. Extrude specimens as soon as possible without damaging.
4. Use AASHTO T 269 to determine void content.
5. Record the void content of the specimens.
6. If less than 55 percent saturation is achieved, the procedure does not need to be repeated, unless the difference in tensile strength between duplicate specimens is greater than 25 pounds per square inch.
7. If visual stripping is detected, modify or readjust the mix.

For each mix design, submit 3 gyratory specimens and 1 loose sample corresponding to the composition of the job mix formula, including the design asphalt content. The ME will use these samples for verification of the properties of the job mix formula. Compact the specimens to the design number of gyrations ( $N_{des}$ ). To be acceptable all 3 gyratory specimens must comply with the gradation requirements in Table 902.08.02-1 and with the design requirements in Table 902.08.02-2. The ME reserves the right to be present at the time of molding the gyratory specimens.

In addition, submit 11 gyratory specimens and 2 boxes of loose mix to the ME. The ME will use these additional gyratory samples for performance testing of the HPTO mix. The ME reserves the right to be present at the time of molding the gyratory specimens. Ensure that the additional gyratory specimens are compacted according to AASHTO T 312. Compact 6 of the specimens to 77 millimeters in height and an air void content of  $5.0 \pm 0.5$  percent. The ME will test the six 77 millimeter specimens using an Asphalt Pavement Analyzer (APA) according to AASHTO T 340 at 64 °C, 100 pound per square inch hose pressure, and 100 pound wheel load. Compact the other 5 specimens to 115 millimeter in height. These 5 specimens will be cut, from the middle of each 115 millimeter in height specimen, to 38 millimeter in height test specimens. The air void content of the 5 cut specimen will be determined to ensure compliance with the target air void content of  $5.0 \pm 0.5$  percent. The ME will use the five 38 millimeter in height specimens to test using an Overlay Tester (NJDOT B-10) at 25 °C and a joint opening of 0.025 inch. The ME will eliminate the high and low Overlay test results then average and report the middle 3 test results. The ME will ensure that all submitted specimens are within the target air void content as tested at the Materials' Central Lab. The ME will not accept specimens lower than the target air void content, but may accept and test specimens higher than the target air void content.

The ME will approve the JMF if the average rut depth for the 6 specimens in the Asphalt Pavement Analyzer testing is not more than 3.0 millimeters at 8,000 loading cycles and the average number of cycles to failure in the Overlay Tester is not less than 1,200. If the JMF does not meet the APA and Overlay Tester criteria, redesign the HPTO mix and submit for retesting. The JMF for the HPTO mixture is in effect until modification is approved by the ME.

When unsatisfactory results for any specified characteristic of the work make it necessary, the Contractor may establish a new JMF for approval. In such instances, if corrective action is not taken, the ME may require an appropriate adjustment to the JMF.

Should a change in sources or changes in the properties of materials occur, the ME will require that a new JMF be established and approved before production can continue.

The ME may verify a mix on an annual basis rather than on a project-to-project basis if the properties and proportions of the materials do not change. If written verification is submitted by the HMA supplier that the same source and character of materials are to be used, the ME may waive the requirement for the design and verification of previously approved mixes.

### 902.08.03 Sampling and Testing

PART B IS CHANGED TO:

- B. Sampling.** The ME will take a sample of HPTO for volumetric acceptance testing from each 700 tons of a mix. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 1,400 tons or as directed by the ME.

**D. Acceptance Testing and Requirements.**

PART D IS CHANGED TO:

The ME will determine volumetric properties at  $N_{des}$  for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HPTO to 50 gyrations, using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HPTO.

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

THE THIRD PARAGRAPH OF PART D IS CHANGED TO:

Ensure that the HMA mixture conforms to the requirements specified in Table 902.08.02-2, and to the gradation and asphalt content requirements in Table 902.08.02-1. If the test results are outside of the requirements specified in Table 902.08.02-1 or Table 902.08.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control requirements specified in Table 902.08.02-1 or Table 902.08.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the requirements specified in Table 902.08.02-1 and Table 902.08.02-2. If 2 consecutive acceptance or quality control samples are outside the requirements specified in Table 902.8.02-1 or Table 902.08.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets the requirements specified in Table 902.08.02-1 and Table 902.08.02-2 and ME approval. The ME will reject mixture produced at initial restarting that does not meet the requirements specified in Table 902.08.02-1 and Table 902.08.02-2.

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

**E. Performance Testing.**

THE FOURTH PARAGRAPH OF PART E IS CHANGED TO:

If a sample does not meet the criteria for performance testing as specified in Table 902.08.03-1, the Department will assess a pay adjustment as specified. The Department will calculate the pay adjustment by multiplying the percent pay adjustment (PPA) by the quantity in the lot and the bid price for the HPTO item. If APA rutting is greater than 8.0 millimeters or Overlay cycles is less than 400 or both, the Department will assess the maximum pay adjustment of PPA = -100 percent or may require removal and replacement. PPA for both APA and Overlay are cumulative and may not exceed -100 percent in total. If samples received are lower than the target air void range,  $5.0 \pm 0.5$  percent, the Department will consider the samples untestable and assess a PPA of -100 percent or may require removal and replacement of the lot. If the Department requires removal and replacement, then the replacement work is subject to the same requirements as the initial work.

TABLE 902.08.03-1 IS CHANGED TO:

Table 902.08.03-1 Performance Testing Pay Adjustments for HPTO			
Test	Requirement	Test Result	PPA
APA @ 8,000 loading cycles, mm (AASHTO T 340)	3.0 maximum	$t \leq 3.0$	0
		$3.0 < t \leq 8.0$	-10(t-3)
		$t > 8.0$	-100 or Remove & Replace
Overlay Tester, cycles (NJDOT B-10)	1,200 minimum	$t \geq 1,200$	0
		$1,200 > t \geq 400$	-(1,200-t)/16
		$t < 400$	-100 or Remove & Replace

## 902.09 MICRO SURFACING

### 902.09.03 Sampling and Testing

TABLE 902.09.03-1 IS CHANGED TO:

Table 902.09.03-1 Gradation Requirements for Aggregate and Mineral Filler				
Sieve Size	Type II Percent Passing	Type III Percent Passing	Stockpile Tolerances from JMF <sup>1</sup>	
3/8"	100	100	–	
No. 4	90 – 100	70 – 90	±4%	
No. 8	65 – 90	45 – 70	±5%	
No. 16	45 – 70	28 – 50	±4%	
No. 30	30 – 50	19 – 34	±3%	
No. 50	18 – 30	12 – 25	±3%	
No. 100	10 – 21	7 – 18	±2%	
No. 200	5 – 15	5 – 15	±2%	

1. Stockpile tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

## 902.10 SLURRY SEAL

### 902.10.03 Sampling and Testing

TABLE 902.10.03-1 IS CHANGED TO:

Table 902.10.03-1 Gradation Requirements for Aggregate and Mineral Filler				
Sieve Size	Type I Percent Passing	Type II Percent Passing	Type III Percent Passing	Stockpile Tolerances from JMF <sup>1</sup>
3/8"	100	100	100	–
No. 4	100	90 – 100	70 – 90	±5%
No. 8	90 – 100	65 – 90	45 – 70	±5%
No. 16	65 – 90	45 – 70	28 – 50	±5%
No. 30	40 – 65	30 – 50	19 – 34	±5%
No. 50	25 – 42	18 – 30	12 – 25	±3%
No. 100	15 – 30	10 – 21	7 – 18	±3%
No. 200	10 – 20	5 – 15	5 – 15	±2%

1. Stockpile tolerances are for the approved JMF and may not fall outside of the wide band gradation limits.

## 902.11 BINDER RICH INTERMEDIATE COURSE (BRIC)

### 902.11.03 Sampling and Testing

#### D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

The ME will determine volumetric properties at  $N_{des}$  for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the number of design gyrations ( $N_{des}$ ) of 50 gyrations, using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA.

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

Ensure that the HMA mixture conforms to the requirements specified in Table 902.11.03-2 and to the gradation requirements in Table 902.11.03-1. If the test results are outside of the requirements specified in Table 902.11.03-1 or Table 902.11.03-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements in Table 902.11.03-1 or Table 902.11.03-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the requirements specified in Table 902.11.03-1 and Table 902.11.03-2. If 2 consecutive acceptance or quality control samples are outside the requirements specified in Table 902.11.03-1 or Table 902.11.03-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets the requirements specified in Table 902.11.03-1 and Table 902.11.03-2 and ME approval. The ME will reject mixture produced at initial restarting that does not meet the requirements specified in Table 902.11.03-1 and Table 902.11.03-2.

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

## **902.12 ASPHALT RUBBER GAP GRADED COURSE**

### **902.12.03 Sampling and Testing**

THE ENTIRE SUBPART IS CHANGED TO:

Perform quality control testing as specified in 902.02.04.C. Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material. Ensure that the temperature of the mixture at discharge from the plant or surge and storage bins meets the WMA additive manufacturer's recommendations. Do not allow the mixture temperature to exceed 300 °F at discharge from the plant.

During production at the plant, the ME will take a sample from each 700 tons of production to verify composition and air voids. Conduct draindown,  $VCA_{mix}$ ,  $VCA_{dry}$ , and VMA testing every 3,500 tons or as directed by the ME. Perform tests according to AASHTO R 46.

If the testing results are outside of the production control tolerances specified in Table 902.12.02-1 and Table 902.12.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the control tolerances in Table 902.12.02-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within tolerances. If the mix is within tolerances based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the production control tolerances specified in Table 902.12.02-1 and Table 902.12.02-2. If 2 consecutive acceptance or quality control samples are outside the tolerances specified in Table 902.12.02-1 and Table 902.12.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets JMF tolerances and ME approval. The ME will reject mixture produced at initial restarting that does not meet tolerances.

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

according to AASHTO T 305. During production at the plant, the ME will take a sample of the asphalt binder once every 3,500 tons or as directed by the ME.

### 902.13 HOT MIX ASPHALT HIGH RAP

#### 902.13.01 Mix Designations

The requirements for specific HMA mixtures with required minimum amounts of RAP are identified by the abbreviated fields in the Item description as defined as follows:

#### HOT MIX ASPHALT 12.5ME SURFACE COURSE HIGH RAP

1. **“HOT MIX ASPHALT”** “Hot Mix Asphalt” is located in the first field in the Item description for the purpose of identifying the mixture requirements.
2. **“12.5”** The second field in the Item description designates the nominal maximum size aggregate (in millimeters) for the job mix formula (sizes are 4.75, 9.5, 12.5, 19, 25, and 37.5 mm).
3. **“M”** The third field in the Item description designates the design compaction level for the job mix formula based on traffic forecasts as listed in [Table 902.02.03-2](#) (levels are L=low and M=medium).
4. **“E”** The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.
5. **“SURFACE COURSE”** The last field in the Item description designates the intended use and location within the pavement structure (options are surface, intermediate, or base course).
6. **“HIGH RAP”** This additional field designates that there will be a minimum percentage of RAP required for the mixture in [902.13.02](#).

#### 902.13.02 Composition of Mixture

Provide materials as specified:

Aggregates for Hot Mix Asphalt..... [901.05](#)

Use a virgin asphalt binder that will result in a mix that meets the performance requirements specified in [Table 902.13.03-2](#). Ensure that the virgin asphalt binder meets the requirements of [902.01.01](#) except the performance grade. Use a performance grade of asphalt binder as determined by the mix design and mix performance testing. Submit a certificate of analysis (COA) showing the PG continuous grading (AASHTO R 29) for the asphalt binder used in the mix design.

For quality assurance testing of the asphalt binder, the ME may sample the asphalt binder during production of the mix and compare the results with the COA submitted during test strip approval. To analyze the binder the ME will test the binder at the nearest standard PG temperature then compare the results with the COA. If the high ( $G^*/\sin \delta$ ) and low (stiffness and m value) temperature passing test results are within 5 percent of the results from the passing temperature on the COA, then the ME will consider the asphalt binder comparable to the binder used during the test strip.

Mix HMA HIGH RAP in a plant that is listed on the QPL for HMA Plants and conforms to the requirements for HMA Plants as specified in [1009.01](#).

Composition of the mixture for HMA HIGH RAP surface course is coarse aggregate, fine aggregate, asphalt binder, and greater than 15 percent Reclaimed Asphalt Pavement (RAP), and may also include mineral filler, asphalt rejuvenator, and Warm Mix Asphalt (WMA) additives or processes as specified in [902.01.04](#). When WMA is used it must meet the requirements as specified in [902.10](#). Ensure that the finished mix does not contain more than a total of 1 percent by weight contamination from Crushed Recycled Container Glass (CRCG).

The composition of the mixture for HMA HIGH RAP base or intermediate course is coarse aggregate, fine aggregate, asphalt binder, and greater than 25 percent Reclaimed Asphalt Pavement (RAP), and may also include mineral filler, up to 10 percent of additional recycled materials, asphalt rejuvenator, and Warm Mix Asphalt (WMA) additives or processes

as specified in [902.01.04](#). When WMA is used it must meet the requirements as specified in [902.10](#). The recycled materials may consist of a combination of RAP, CRCG, Ground Bituminous Shingle Material (GBSM), and RPCSA, with the following individual limits:

Recycled Material	Minimum Percentage	Maximum Percentage
RAP	Greater than 25	–
CRCG	–	10
GBSM	–	5
RPCSA	–	20

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

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

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

### 902.13.03 Mix Design

At least 45 days before initial production, submit a job mix formula for the HMA HIGH RAP on forms supplied by the Department, to include a statement naming the source of each component and a report showing that the results meet the criteria specified in [Table 902.02.03-1](#) and [Table 902.13.03-1](#).

Include in the mix design the following based on the weight of the total mixture:

1. Percentage of RAP or GBSM.
2. Percentage of asphalt binder in the RAP or GBSM.
3. Percentage of new asphalt binder.
4. Total percentage of asphalt binder.
5. Percentage of each type of virgin aggregate.

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)		Voids in Mineral Aggregate (VMA) <sup>2</sup> , % (minimum)					Voids Filled With Asphalt (VFA) %	Dust-to-Binder Ratio
			Nominal Max. Aggregate Size, mm						
	@N <sub>des</sub> <sup>1</sup>	@N <sub>max</sub>	25.0	19.0	12.5	9.5	4.75		
<b>L</b>	96.0	≤ 98.0	13.0	14.0	15.0	16.0	17.0	70 – 85	0.6 – 1.2
<b>M</b>	96.0	≤ 98.0	13.0	14.0	15.0	16.0	17.0	65 – 85	0.6 – 1.2

1. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166. For verification, specimens must be between 95.0 and 97.0 percent of maximum specific gravity at N<sub>des</sub>.
2. For calculation of VMA, use bulk specific gravity of the combined aggregate include aggregate extracted from the RAP.

The job mix formula for the HMA HIGH RAP mixture establishes the percentage of dry weight of aggregate, including the aggregate from the RAP, passing each required sieve size and an optimum percentage of asphalt binder based upon the weight of the total mix. Determine the optimum percentage of asphalt binder according to AASHTO R 35 and M 323 with an N<sub>des</sub> as required in [Table 902.02.03-2](#). Before maximum specific gravity testing or compaction of specimens, condition

the mix for 2 hours according to the requirements for conditioning for volumetric mix design in AASHTO R 30, Section 7.1. If the absorption of the combined aggregate is more than 1.5 percent according to AASHTO T 84 and T 85, ensure that the mix is short term conditioned for 4 hours according to AASHTO R 30, Section 7.2 prior to compaction of specimens (AASHTO T 312) and determination of maximum specific gravity (AASHTO T 209). Ensure that the job mix formula is within the master range specified in [Table 902.02.03-1](#).

Ensure that the job mix formula provides a mixture that meets a minimum tensile strength ratio (TSR) of 80 percent when prepared according to AASHTO T 312 and tested according to AASHTO T 283. Submit the TSR results with the mix design.

Determine the correction factor of the mix including the RAP by using extracted aggregate from the RAP in the proposed proportions when testing is done to determine the correction factor as specified in AASHTO T 308. Use extracted aggregate from the RAP in determining the bulk specific gravity of the aggregate blend for the mix design.

For each mix design, submit with the mix design forms 3 gyratory specimens and 1 loose sample corresponding to the composition of the JMF. Ensure that the samples include the percentage of RAP that is being proposed for the mix. The ME will use these to verify the properties of the JMF. Compact the specimens to the design number of gyrations ( $N_{des}$ ). For the mix design to be acceptable, all gyratory specimens must comply with the requirements specified in [Table 902.02.03-1](#) and [Table 902.13.03-1](#). The ME reserves the right to be present at the time the gyratory specimens are molded.

In addition, submit 11 gyratory specimens and two 5 gallon buckets of loose mix to the ME. The ME will use these additional gyratory samples for performance testing of the HMA HIGH RAP mix. The ME reserves the right to be present at the time of molding the gyratory specimens. Ensure that the additional gyratory specimens are compacted according to AASHTO T 312. Compact 6 of the specimens to 77 millimeter height, and have an air void content of  $6.5 \pm 0.5$  percent. The ME will test 6 specimens using an Asphalt Pavement Analyzer (APA) according to AASHTO T 340 at 64 °C, 100 pound per square inch hose pressure, and 100 pound wheel load. Compact the other 5 specimens to 115 millimeter height. These 5 specimens will be cut, from the middle of each 115 millimeter height specimen, to 38 millimeter height test specimens. The air void content of the 5 cut specimen will be determined to ensure compliance with the target air void content of  $6.5 \pm 0.5$  percent. The ME will use the five 38 millimeter height specimens to test using an Overlay Tester ([NJDOT B-10](#)) at 25 °C and a joint opening of 0.025 inch. The ME will eliminate the high and low Overlay test results then average and report the middle 3 test results. The ME will ensure that all submitted specimens are within the target air void content as tested at the Materials' Central Lab.

The ME will approve the JMF if the results meet the criteria in [Table 902.13.03-2](#).

<b>Table 902.13.03-2 Performance Testing Requirements for HMA HIGH RAP Design</b>				
<b>Test</b>	<b>Requirement</b>			
	<b>Surface Course</b>		<b>Intermediate and Base Course</b>	
	<b>PG 64S-22</b>	<b>PG 64E-22</b>	<b>PG 64S-22</b>	<b>PG 64E-22</b>
APA @ 8,000 loading cycles (AASHTO T 340)	≤ 7 mm	≤ 4 mm	≤ 7 mm	≤ 4 mm
Overlay Tester ( <a href="#">NJDOT B-10</a> )	≥ 200 cycles	≥ 275 cycles	≥ 100 cycles	≥ 150 cycles

If the JMF does not meet the APA and Overlay Tester criteria, redesign the HMA HIGH RAP mix and submit for retesting. The JMF for the HMA HIGH RAP mixture is in effect until modification is approved by the ME.

When unsatisfactory results for any specified characteristic of the work make it necessary, the Contractor may establish a new JMF for approval. In such instances, if corrective action is not taken, the ME may require an appropriate adjustment to the JMF.

Should a change in sources be made or any changes in the properties of materials occur, the ME will require that a new JMF be established and approved before production can continue.

#### 902.13.04 Sampling and Testing

- A. General Acceptance Requirements.** The RE or ME may reject and require disposal of any batch or shipment that is rendered unfit for its intended use due to contamination, segregation, improper temperature, lumps of cold material, or incomplete coating of the aggregate. For other than improper temperature, visual inspection of the material by the RE or ME is considered sufficient grounds for such rejection.

Ensure that the temperature of the mix at discharge from the plant or storage silo meets the recommendation of the supplier of the asphalt binder, supplier of the asphalt modifier, and WMA manufacturer. For HMA, do not allow the mixture temperature to exceed 330 °F at discharge from the plant. For WMA, do not allow the mixture temperature to exceed 300 °F at discharge from the plant.

Combine and mix the aggregates and asphalt binder to ensure that at least 95 percent of the coarse aggregate particles are entirely coated with asphalt binder as determined according to AASHTO T 195. If the ME determines that there is an ongoing problem with coating, the ME may obtain random samples from 5 trucks and will determine the adequacy of the mixing on the average of particle counts made on these 5 test portions. If the requirement for 95 percent coating is not met on each sample, modify plant operations, as necessary, to obtain the required degree of coating.

- B. Sampling.** The Laboratory, as defined in subsection 902.13.04.D, will take 5 stratified random samples of HMA HIGH RAP for volumetric acceptance testing from each lot of approximately 3,500 tons of a mix. When a lot of HMA HIGH RAP is less than 3,500 tons, the Laboratory will take samples at random for each mix at the rate of one sample for each 700 tons. The Laboratory will perform sampling according to AASHTO T 168, [NJDOT B-2](#), or ASTM D 3665. During production at the plant, a sample of asphalt binder will be taken once every 3,500 tons or as directed by the Laboratory.

Use a portion of the samples taken for volumetric acceptance testing for composition testing.

- C. Quality Control Testing.** The HMA HIGH RAP producer shall provide a quality control (QC) technician who is certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist, Level 2. The QC technician may substitute equivalent technician certification by the Mid-Atlantic Region Technician Certification Program (MARTCP). Ensure that the QC technician is present during periods of mix production for the sole purpose of quality control testing. The RE will not perform the quality control testing or other routine test functions in the absence of, or instead of, the QC technician.

The QC technician shall perform sampling and testing according to the approved quality control plan, to keep the mix within the limits specified for the mix being produced. The QC technician may use acceptance test results or perform additional testing as necessary to control the mix.

To determine the composition, perform ignition oven testing according to AASHTO T 308.

For each acceptance test, perform maximum specific gravity testing according to AASHTO T 209. Sample and test coarse aggregate, fine aggregate, mineral filler, and RAP according to the approved quality control plan for the plant.

Ensure that the supplier has in operation an ongoing daily quality control program to evaluate the RAP. As a minimum, this program shall consist of the following:

1. An evaluation performed to ensure that the material conforms to [901.05.04](#) and compares favorably with the design submittal.
2. An evaluation of the RAP material performed using a solvent or an ignition oven to qualitatively evaluate the aggregate components to determine conformance to [901.05](#).
3. Quality control reports as directed by the ME.

- D. Acceptance Testing and Requirements.** The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory Technician (QC technician) who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. The Laboratory will determine volumetric properties at  $N_{des}$  for acceptance from samples taken, compacted, and tested at the HMA plant. The Laboratory Technician will compact HMA HIGH RAP to the number of design gyrations ( $N_{des}$ ) specified in [Table 902.02.03-2](#), using equipment according to AASHTO

T 312. The Laboratory will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA HIGH RAP.

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

Ensure that the HMA HIGH RAP mixture conforms to the requirements specified in [Table 902.13.04-1](#), and to the gradation requirements in [Table 902.02.03-1](#). If 2 samples in a lot fail to conform to the gradation or volumetric requirements, immediately initiate corrective action.

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

**Table 902.13.04-1 HMA HIGH RAP Requirements for Control**

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)  @N <sub>des</sub> <sup>1</sup>	Voids in Mineral Aggregate (VMA), % (minimum)					Dust-to-Binder Ratio
		Nominal Max. Aggregate Size, mm					
		25.0	19.0	12.5	9.5	4.75	
L, M	95.0 – 98.5	13.0	14.0	15.0	16.0	17.0	0.6 – 1.3

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

**E. Performance Testing for HMA HIGH RAP.**

[Table 902.13.04-2](#) and [Table 902.13.04-3](#)

Provide 6 gyratory specimens that are compacted according to AASHTO T 312 and 2 boxes of loose mix. Compact all 6 specimens to  $62 \pm 1$  millimeters in height and an air void content of  $6.5 \pm 0.5$  percent. The Laboratory will ensure that all specimens are within the target air void content. The Laboratory will test 3 specimens for High Temperature Indirect Tensile Strength (HT-IDT) in accordance with ASTM D6931 and conditioned at 44 °C. The Laboratory will test the remaining 3 specimens for IDEAL-CT Index in accordance with ASTM D8225 and conditioned at 25 °C.

Ensure that the first sample is taken during the construction of the test strip as specified in 406.03.01.C. Thereafter, sample every lot. If the test strip is done within the Project Limits and the performance testing results are acceptable to the RE, the results will be included into the first lot. A lot is defined as 1,400 tons.

If a sample does not meet the criteria for performance testing as specified in 902.08.03-1, the RE will assess a pay adjustment as specified in [Table 902.13.04-2](#) and [Table 902.13.04-3](#). The RE will calculate the pay adjustment by multiplying the percent pay adjustment (PPA) by the quantity in the lot and the bid price for the HMA HIGH RAP item. If High Temperature Indirect Tensile Strength is less than 20 and/or the IDEAL-CT Index is less than 200, the RE will assess the maximum pay adjustment of PPA = -100 percent or may require removal and replacement. PPA for both High Temperature Indirect Tensile Strength and IDEAL-CT are cumulative and may not exceed -100 percent in total. If samples received are lower than the target air void range of  $6.5 \pm 0.5$  percent, the RE will consider the samples untestable and assess a PPA of -100 percent or may require removal and replacement of the lot. If the RE requires removal and replacement, then the replacement work is subject to the same requirements as the initial work.

	Surface Course		PPA
	PG 64S-22	PG 64E-22	
High Temperature IDT (psi) (ASTM D6931)	$t \geq 25$	$t \geq 34$	0
	$21 < t \leq 25$	$25 < t \leq 34$	PG 64S-22: $-(t-25)/0.08$ PG 64E-22: $-(t-34)/0.18$
	$t < 21$	$t < 25$	-100 or Remove & Replace
IDEAL-CT Index (ASTM D8225)	$t \geq 130$	$t \geq 150$	0
	$130 > t \geq 120$	$150 > t \geq 130$	Surface PG 64S-22: $-(t-130)/0.2$ Surface PG 64E-22: $-(t-150)/0.4$
	$t < 120$	$t < 130$	-100 or Remove & Replace

	Intermediate and Base Course		PPA
	PG 64S-22	PG 64E-22	
High Temperature IDT (psi) (ASTM D6931)	$t \geq 25$	$t \geq 34$	0
	$21 < t \leq 25$	$25 < t \leq 34$	PG 64S-22: $-(t-25)/0.08$ PG 64E-22: $-(t-34)/0.18$
	$t < 21$	$t < 25$	-100 or Remove & Replace
IDEAL-CT Index (ASTM D8225)	$t \geq 100$	$t \geq 120$	0
	$100 > t \geq 91$	$120 > t \geq 104$	Intermediate PG 64S-22: $-(t-100)/0.18$ Intermediate PG 64E-22: $-(t-120)/0.32$
	$t < 91$	$t < 104$	-100 or Remove & Replace

## 902.14 BRIDGE DECK WATERPROOF SURFACE COURSE (BDWSC)

### 902.14.03 Sampling and Testing

#### D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

The ME will determine volumetric properties at  $N_{des}$  for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the 50 design gyrations ( $N_{des}$ ), using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the BDWSC.

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

Ensure that the HMA mixture conforms to the requirements specified in Table 902.14.02-1 and Table 902.14.02-2. If the test results are outside of the requirements specified in Table 902.14.02-1 or Table 902.14.02-2 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements in Table 902.14.02-1 or Table 902.14.02-2, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meets the requirements specified in Table 902.14.02-1 and Table 902.14.02-2. If 2 consecutive

acceptance or quality control samples are outside the requirements specified in Table 902.14.02-1 or Table 902.14.02-2, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets the requirements specified in Table 902.14.02-1 and Table 902.14.02-2 and ME approval. The ME will reject mixture produced at initial restarting that does not meet the requirements specified in Table 902.14.02-1 and Table 902.14.02-2.

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

## **SECTION 903 – CONCRETE**

### **903.01 CEMENT**

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

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

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

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

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

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

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

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

#### **903.03.05 Control and Acceptance Testing Requirements**

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

## **SECTION 909 – DRAINAGE**

### **909.02.02 HDPE Pipe**

THE SUBPART HEADING IS CHANGED TO:

#### **909.02.02 HDPE Pipe and Polypropylene (PP) Pipe**

THE ENTIRE SUBPART IS CHANGED TO:

Use corrugated HDPE drainage pipe that conforms to AASHTO M 294 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use corrugated polypropylene (PP) drainage pipe that conforms to AASHTO M 330 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use HDPE and polypropylene (PP) pipe from a manufacturer who is an AASHTO NTPEP (National Transportation Product Evaluation Program) certified manufacturer. For a list of NTPEP certified manufacturers, see the following webpage: <https://data.ntpep.org/>.

Submit a certification of compliance, as specified in 106.07, for HDPE and polypropylene (PP) pipe.

## SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

### 911.01.01 Materials

#### B. Retroreflective Sheeting.

TABLE 911.01.01-2 IS CHANGED TO:

THE SECOND SIGN TYPE IN TABLE 911.01.01-2 IS CHANGED TO:

<b>Table 911.01.01-2 Allowable Sign Sheeting Types</b>		
<b>Sign Type</b>	<b>Test Method</b>	<b>Type</b>
Regulatory and Warning Signs	ASTM D 4956	Type III, Type VIII, Type IX or Type XI <sup>1</sup>
Guide Signs Mounted on Steel “U” or Square Tube Posts	ASTM D 4956	Type III, Type VIII, Type IX or Type XI
Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports	ASTM D 4956	Type VIII, Type IX or Type XI <sup>2</sup>

1. Ground-mounted signs with white background shall be ASTM Type IX.
2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit.

### 911.01.02 Fabrication

#### A. Sign Panels.

THE SECOND PARAGRAPH IN PART A IS CHANGED TO:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

THE THIRD PARAGRAPH OF PART A IS CHANGED TO:

For multiple panel signs, use 1 foot wide extruded sections bolted together. Join sign panel sections together at the flanges with 3/8 inch bolts. Attach the sign panels to vertical supports, ensuring that the span between vertical supports is a maximum of 18 feet. Do not use extruded sign panels with steel “U” or square tube post sign supports. Use the same material and color for trim molding that is used for the sign face.

#### C. Legends and Borders.

THE FIRST PARAGRAPH IN PART C IS CHANGED TO:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering

is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

**911.01.04 Acceptance Inspection**

THE FIRST PARAGRAPH IS CHANGED TO:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

**911.02 SIGN SUPPORTS**

**911.02.01 Steel “U” Post Sign Supports**

THE SUBPART IS RENAMED TO:

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

THE FOLLOWING IS ADDED AT THE END:

Use steel “U” post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel “U” post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for “U” posts.

Use square steel tube post sign supports conforming to ASTM A 1011, Grade 50, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the square steel tube post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for square steel tube posts.

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

**912.01.04 Concrete Stain**

THE SUBSECTION IS CHANGED TO:

Provide a penetrating stain that is a single component, water-based acrylic coating, alkali resistant, and water repellent. Primer is required for application on smooth concrete. Provide a primer that is a penetrating, water based, water repellent concrete sealer. Ensure that the stain conforms to the requirements in Table 912.01.04-1.

<b>Table 912.01.04-1 Requirements for Concrete Stain</b>		
<b>Property</b>	<b>Value</b>	<b>ASTM Test Method</b>
Dry – to – Touch Time	Max. 1 hour	D 1640
Dry – to – Recoat Time	Max. 4 hour	D 1640
Weight per Gallon	11.0 + 0.5 lbs.	D 1475
Weight Solids	52 + 2%	D 2369
Adhesion, Tape Test	Min. 4A	D 3359
Gloss	Flat	D 523
Weathering	<3.0 dE @ 3,000 hrs.	G 154 / D 4587

**912.04.02 Removable Pavement Marking Tape****A. Temporary Pavement Tape.**

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for temporary pavement tape.

**B. Removable Black Line Masking Tape.**

THE THIRD PARAGRAPH IN PART B IS CHANGED TO:

Provide a certification of compliance, as specified in 106.07, for removable black masking tape.

**SECTION 914 – JOINT MATERIALS****914.04.03 Modular**

THE SUBPART IS RENAMED TO:

**914.04.03 Modular Expansion Joint Assemblies****B. Materials.**

PART 1 IS CHANGED TO:

1. Use structural steel conforming to the requirements of AASHTO M 270M / M 270 (ASTM A 709 / A 709M), Grade 50, or Grade 50W with Zone 2 CVN requirements for centerbeams, supporting beams, and yokes. Use structural steel AASHTO M 270 M / M (ASTM A 709 / A 709M) Grade 36, Grade 50, or Grade 50W for other steel components. Do not use aluminum components.

PART 3 IS CHANGED TO:

3. Use PTFE that is 100 percent virgin material, woven PTFE fabric, or dimpled PTFE conforming to the material requirements in Section 14 of the AASHTO LRFD Bridge Design Specifications, and Section 19 of AASHTO LRFD Bridge Construction Specifications.

THE 2<sup>ND</sup> PARAGRAPH IS CHANGED TO:

Perform prequalification tests, Open Movement and Vibration (OMV) testing and Seal Push-Out (SPO) testing, according to AASHTO LRFD Construction Specifications Section 19/A19 and provide testing report. Certify that the tested modular expansion joint assembly has passed the prequalification tests required in AASHTO LRFD Construction Specifications.

THE FOLLOWING IS ADDED AT THE END:

Provide certification that materials of bearings, springs, and equidistant devices used in the project product are identical to those used in the prequalification tests in material composition and formulation, and conform to the same manufacturing process, fabrication procedure, and configuration as those used in the prequalification tests. In addition, certify that these materials and fabrication procedures are as per working drawing plans and specifications provided by the manufacturer at the time of approval.

**SECTION 917 – LANDSCAPING MATERIALS**

**917.07 SOD**

**917.08 PLANT MATERIALS**

**H. Inspection.**

**SECTION 919 – MISCELLANEOUS**

**919.05 GEOMEMBRANE LINER**

TABLE 919.05-1 IS CHANGED TO:

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

# DIVISION 1000 – EQUIPMENT

## SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

### 1001.01 FLASHING ARROW BOARD

SUBSECTION HEADING AND THE ENTIRE TEXT ARE CHANGED TO:

#### 1001.01 ARROW BOARD

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.
2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.
3. A light on the rear face of the board to indicate that the lights are operating.
4. Solid state controls with polarity and surge protection.
5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

#### 1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS

THE ENTIRE SUBSECTION IS CHANGED TO:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.
2. Designed to be attached to the rear of a truck.
3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
4. If equipped with energy absorbing modules, ensure that they are painted yellow.
5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.
6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

THE FOLLOWING SUBSECTION IS ADDED:

#### 1001.04 PORTABLE VARIABLE MESSAGE SIGN WITH REMOTE COMMUNICATION

Provide a NTCIP compliant portable variable message sign as described under 1001.02 with the exceptions noted below and each equipped with broadband cellular modem.

Ensure that the sign panel is color full matrix model that displays a combination of letters and graphic images.

Ensure that the sign panel is capable of displaying 3 lines of text with variable size characters.

Ensure 9 characters are displayed per line for posting travel times. For this 9 character requirement, smaller size characters may be allowed that meets MUTCD guidelines.

Ensure that the panel is also capable of displaying 8 characters per line with a minimum character height of 18 inches.

Ensure that the PVMSRC can be integrated with the Department's central DMS control software for remote operation.

#### **1001.05 PORTABLE TRAILER MOUNTED CCTV CAMERA ASSEMBLY**

Provide a Portable Trailer Mounted CCTV Camera Assembly (PTMCCA) with the following:

##### **A. Trailer Platform**

1. Maximum size, including tongue, 14 feet long by 7 feet wide by 8 feet high.
2. NJDOT approved lighting package to include electrical brake and marker lights with wire connections.
3. Primed and painted with powder coated orange color.
4. Fitted with manual telescoping outriggers with adjustable jacks sized to counter full mast extension.
5. Four 3,500 pounds, drop leg, top wind screw jacks.
6. All equipment secured to prevent theft or separation from platform.
7. 24/7 operation in all weather conditions.
8. One locking NEMA-4 equipment box for operational controls.
9. Removable wheels (with wheel locks) when trailer is in deployed position.
10. Operation manual with a copy placed in the storage bin.

##### **B. Mast**

1. 150 pounds payload capacity.
2. 29 feet to 32 feet of extension with capability to mount antenna at 20 feet, 25 feet or at the top, 10 feet maximum nested length of mast - 3 to 9 sections.
3. Un-guyed.
4. Driven by galvanized steel cable.
5. Spiral conduit for cables.
6. Compactly retractable when nested into storage container at the bottom, and foldable for easy transport.
7. Operated by a power winch with a safety brake.
8. Capable of being raised or lowered during sustained wind speeds of 30 miles per hour.

##### **C. Power Source**

Equip the PTMCCA with either a diesel charged or a solar charged battery system. Ensure that the PTMCCA is also capable of operating on 120 volt AC electrical service. The Department may require a solar charged battery system in noise sensitive areas. Provide the power with a battery backup system capable of providing continuous operation when the primary power source fails. Ensure that the power source meets the following requirements:

1. **Diesel.** Ensure that the fuel tank is capable of operating the sign for a period of 72 hours without refueling. Equip with an exhaust muffler and a United States Department of Forestry approved spark arrester. Ensure that the engine is shock mounted to reduce vibration and locked in a ventilated enclosure.
2. **Solar.** Provide solar panels capable of recharging the batteries at a rate of 4 hours of sun for 24 hours of camera usage. Ensure that the battery capacity is capable of operating the sign for a period of 18 days without sunlight.

##### **D. Electronics**

1. Cellular (CDMA), microwave, or 802.11 bandwidth option.
2. Work lights in all cabinets.
3. Remote trailer diagnostics (battery level, charging output, etc.)

##### **E. Camera and Software**

Ensure that the camera has the following characteristics:

1. Dome Camera in a heavy duty plastic dome or with a weather resistant case.
2. Impact resistant viewing window.
3. Minimum resolution of NTSC 704 (H) x 480 (V).
4. Backlight compensation.
5. Image stabilization.
6. Light Sensitivity 0.02 lux NIR Mode.
7. Auto Focus with Manual Focus capability.
8. Auto White Balance with Manual White Balance capability.
9. Motorized Zoom up to 16x optical, 10x digital.
10. Motorized Pan-Tilt, pan 360°, tilt 180°.
11. Thermostatically controlled heater and defroster -50° to 140°F operating range.
12. Windshield wiper.
13. 24/7 operation in all weather conditions.
14. Time and date stamp.

Ensure the software provides the following functionality:

1. Remote control of pan, tilt, and zoom.
2. Display of streaming video in MPEG format, motion-JPEG, and single snapshot JPEG images, remotely interchangeable by using central software.
3. Preset controls of pan/tilt/zoom combinations. Ensure all presets are accessible from a drop-down menu with descriptive name of preset. Set first 8 presets with quick-launch icons with graphical representation of the preset views.
4. Display of all the project's webcams in a single view screen.
5. Display of local time and weather conditions including temperature and humidity.
6. Saving images and sending email images.
8. Three levels of password protection: administrator, user, and guest individual user accounts.
9. Monitoring and controlling the cameras using web access.

## **SECTION 1003 – HMA SITE EQUIPMENT**

### **1003.01 MATERIALS TRANSFER VEHICLE (MTV)**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

## **SECTION 1008 – MISCELLANEOUS EQUIPMENT**

THE FOLLOWING SUBSECTION IS ADDED:

### **1008.07 CONCRETE VERTICAL CURB SAW**

Provide a power-driven vertical curb saw with horizontally-oriented blade capable of sawing to the required dimensions without causing uncontrolled cracking. Equip the vertical curb saw with water-cooled, circular, diamond-edge blades or abrasive wheels, and alignment guides. Ensure that the vertical curb saw is capable of immediately collecting the slurry produced from the operations. The Contractor may use a vertical curb saw that does not collect slurry if the RE approves an alternate slurry collection method.

When sawcutting grooves, use a multi-bladed saw with an adequate number of blades and alignment wheels.

Provide within the Project Limits spare saw blades and at least one standby saw that meets the above requirements.

## SECTION 1009 – HMA PLANT EQUIPMENT

### 1009.01 HMA PLANT

#### A. Requirements for HMA Mixing Plants.

##### 4. Equipment for Preparation of Asphalt Binder.

THE 4TH PARAGRAPH IN PART 4 IS CHANGED TO:

Provide valves according to ASTM D 140, except ensure that a sampling valve is also located in the lowest third of each storage tank. If any additive is added at the HMA plant, provide a sampling valve according to AASHTO M 156, Section 4.3.4.

##### 8. Safety.

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

### 1009.03 ASPHALT-RUBBER BINDER BLENDING EQUIPMENT

THE 5TH PARAGRAPH IS CHANGED TO:

Provide valves according to ASTM D 140, except ensure that a sampling valve is also located in the lowest third of each storage tank.

# NJDOT TEST METHODS

## NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

### B. Apparatus.

PART B IS CHANGED TO:

Use the following apparatus:

1. Class 1 IPS that meets the requirements of ASTM E 950, Sections 4.0, 5.0 and 6.0 of AASHTO M 328, and the following:
  - a. Valid certification.
  - b. Recertification after any major component repairs or replacements.
  - c. The data system provides the raw profile data in format readable in ProVal.
  - d. Current version of pavement profile analysis software installed on the IPS computer to compute the IRI.
2. Base plate and gauge blocks, of 1 inch and 2 inch thickness, provided by the manufacturer to verify daily vertical calibration.
3. Retro-reflective traffic marking tape or other approved mechanism to automatically trigger the start and stop of profile measurements.

### C. Procedure.

PART C IS CHANGED TO:

Perform the following steps:

1. Turn on the inertial profiler and warm up all electronic equipment in accordance with the manufacturer recommendations before testing.
2. Perform Block and Bounce tests each day before collecting data. Record the results in the calibration log. Ensure tolerances are within the certified limits.
3. Ensure retro-reflective traffic marking tape or other approved mechanism is placed at the beginning and end of each direction of travel lane.
4. Enter project information in the test equipment system.
5. Make provisions to start and stop recording profile at the beginning and end of testing. If an automatic trigger mechanism is not installed, make provision to initiate start and end of data recording manually by pressing an appropriate key(s) on the computer.
6. Ensure that the required speed, as recommended by the manufacturer, is achieved and that the system is collecting profile data before recording profile.
7. For each test section, perform 3 test runs to collect data of both wheel paths of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.
8. Save data from each run separately before the next run or lane testing, clearly identifying each test run, lane identification, and run number.

## STATE FUNDED PROJECT ATTACHMENT 2

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment

and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veteran's status, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

2. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
5. When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - a. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
  - b. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (a.) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
    - i. The Contractor or subcontractor shall interview the referred minority or women worker.
    - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
    - iii. The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - iv. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b.) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral,

or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (b) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

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

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

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

- C. Equal Employment Opportunity Officer.** Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter “EEO Officer”) who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy.**

- 1. Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
  - b. **EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.
    - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
    - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

#### **E. Recruitment**

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

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

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

**G. Training and Promotions.**

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

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

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

- I. Subcontracting.** The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

**J. Records and Reports**

1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
  - a. The work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  - d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

### STATE FUNDED PROJECT ATTACHMENT 3

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

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

<b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b>		
<b>County</b>	<b>Minority % Participation Percent</b>	<b>Women % Participation Percent</b>
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

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

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E.** Reporting Requirements.
1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with

N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasury's website at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa202.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf).

Instructions for completing the form can be found online at:  
[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf).

- b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:
  - (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
  - (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/PBS-Introduction-Page.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf). Follow all instructions to set up online access to the web application.
  - (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## STATE FUNDED PROJECT ATTACHMENT 4

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

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

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

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

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## STATE FUNDED PROJECT ATTACHMENT 5

### PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and address of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

## STATE FUNDED PROJECT ATTACHMENT 6

### AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

#### **Equal Opportunity for Individuals with Disabilities.**

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

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

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

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