

- a. Failure to submit a revised progress schedule, which has been approved by the Engineer, with each monthly invoice.
  - b. Defective work not corrected.
  - c. Claims filed or responsible evidence indicating probability of filing claims.
  - d. Failure of the Contractor to make proper payments to Subcontractor or for material or labor.
  - e. Unpaid damages by the Contractor to Subcontractor, the City or any other agency or person.
  - f. In the judgment of the Engineer the Project is not proceeding in accordance with the Contract or the Contractor is not complying with the requirements of the Contract Documents.
  - g. The Contractor is found to be in default.
- (5) No payment voucher shall protect the Contractor and no claim shall be founded thereon by the Contractor in case of overpayment or in case it shall at any time appear that the Project or any part thereof have not been constructed, completed and maintained in strict accordance with the Contract Documents.
- (6) No interim payment voucher shall be held to signify the approval of permanent work, materials, or other things to which such certificate relates and the Contractor shall not be relieved by any such certificates from any risks or liability to which he may be subject under the Contract until the Final Certificate hereinafter referred to has been granted to them.
- (7) Errors in any monthly measurements or bill, on being discovered, shall be rectified by the Engineer in subsequent measurements and bills.
- (8) If any work the value of which has been included in any interim bill is damaged or destroyed and has to be removed or reconstructed by the Contractor an amount representing the value of the work so damaged or destroyed, less any insurance monies therefore received by the City shall be deducted by the Engineer in succeeding monthly bills until such time as such work has been renovated or reconstructed.
- (9) The State Law requires that all claims for payments must be approved by the governing body of the municipality. The Contractor should allow 4 to 6 weeks

for receipt of partial payment after the payment has been approved by the Engineer.

C. RETAINAGE:

The following procedures will apply in accordance with the Contractor's chosen option of retainage as indicated on the proposal:

- (1) An amount of ten percent (10%) of each and every payment made to the Contractor shall be withheld by the City until the Project is completed to the satisfaction of the City; and all Maintenance Bonds, Plans, Shop Drawings, etc., are in the possession of the City; and all other requirements of the Contract are met by the Contractor. The amount withheld shall be deposited with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. Any interest accruing on cash payments withheld shall be credited to the City.
- (2) Whenever any Contract, the total price of which exceeds \$100,000.00, is entered into by the City for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement of real property, the amount of withholding enumerated in Item (1) shall be reduced to two percent (2%) pursuant to N.J.S.A. 40A:11-16.3. All other provisions of Item (1) shall remain in full force and effect.
- (3) In lieu of the withholding of funds as prescribed in Item (2) above, the Contractor may agree to deposit with the City prior to each and every payment negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to Item (2) above. The nature and amount of the bonds or notes to be deposited shall be subject to the approval of the City and shall be deposited prior to each partial payment. For purposes of this section, "value" shall mean par value or current market value, whichever is lower. The bonds shall be returned to the Contractor pursuant to the same conditions for retainage which is stated in Item (1) above.

The bidder shall denote in the Proposal the method of his choice in accordance with the above amount.

As to the subject retainage, the above provisions are controlling and any and all other references to retainage in these specifications which conflict with the above sections shall be interpreted in the light of the above and, this section taking a precedent over any other.

D. FINAL PAYMENT:

- (1) Upon written notice from the Contractor that the Project is complete, the Engineer will make a final inspection and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- (2) When the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, as-built drawings, guarantees, bonds, certificates and other documents, all as required by the Contract Documents, he may make application for final payment. The Engineer will determine from actual as-built field measurement, the amount of the work performed by the Contractor, and also the value of such work under and according to the terms of the Contract. After final acceptance of the Project, completed, in place, tested and ready for use, the Engineer will process the final certificate for payment upon receipt of a Maintenance Bond as described in these Specifications. The final payment will include retainage and all other monies due the Contractor as determined by the Engineer. The final certificate will also serve as an instrument to recommend release of negotiable securities held as retainage.
- (3) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise shall operate to release the Contractor or his Sureties from any obligation under this Contract or the Performance and Payment Bond.

43. MAINTENANCE BOND:

Before final payment is made, the Contractor shall furnish a surety corporation bond to the Engineer in a sum equal to ten percent (10%) of the final Contract price. The bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the Project by the Engineer and shall provide that the Contractor guarantees to replace for said period of one (1) year all work performed and all materials furnished that were not performed or furnished according to the terms and performance requirement of the Contract, and make good the defects thereof which have become apparent before the expiration of the said period of one (1) year.

If, in the judgment of the Engineer, any part of the Project need be replaced, repaired or made good during the specified guarantee period, for the reasons stated above, he will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Engineer may direct, or if he fails to complete such work within the time prescribed by the Engineer, the Contractor agrees that the Engineer may have the work done by others and the cost thereof shall be paid by the Contractor, or his Surety. Before the Surety is released from its Bond, the Engineer shall certify in writing that the forgoing obligations have been duly performed.

No separate payment shall be made for the Maintenance Bond but the costs for this Bond shall be included in the prices bid for the various items scheduled in the Proposal.

44. SUBCONTRACTING:

The Contractor shall not subcontract, sublet, sell, transfer, assign, or otherwise dispose of any portion of the contract work without written consent of the Engineer. Before consent is given to subcontract any work, the Contractor, if requested by the Engineer, shall present evidence that the proposed subcontractor is fully qualified to do the work. If consent is given, the Contractor will be permitted to subcontract a portion of the work, but shall perform with his own organization, work amounting to not less than fifty percent (50%) of the original Contract amount, except that any items designated in the Contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the original Contract amount before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts shall relieve the Contractor of his liability under the Contract and Bonds.

No subcontract, approval of a subcontract, or any other action shall create any contractual relation between subcontractors and the City of Jersey City. The Contractor shall be liable and responsible for any action or lack of action of a subcontractor. Contractors and subcontractors shall be charged with all direct, imputed or presumed knowledge the others might possess.

Within ten (10) days after award, either by the Contractor or subcontractor, of any subcontract for performance of work at the construction site, the Contractor shall deliver to the Contracting Officer and Engineer an executed statement and acknowledgment in regard to award of subcontract and incorporation of labor clauses in the subcontract.

45. PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:

The attention of all Bidders is specifically called to the fact that wage rates determined by the Commissioner of Labor and Industry, in accordance with the provisions of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this Contract.

The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work contemplated by this Contract or upon any materials to be used thereon shall not be less than the "Prevailing Rate of Wage", pursuant to law, which Schedule of Wage Rates is on file in the office of the Purchasing Agent and hereby made part of this Contract.

The Act also provides among other requirements, the following, which are selected excerpts from the Statute: Every Contract in excess of \$2,000.00 for any public work to which any public body is a party shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the Commissioner) to the workmen employed in the performance of the contract and the contract shall contain a stipulation that such workmen shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workman, employed by the Contractor or any Subcontractor covered by said contract, has been paid by such contract the public body 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 public body for any excess costs occasioned thereby.

The public body awarding any contract for public work or otherwise undertaking any public work shall ascertain from the commissioner the prevailing wage rate in the locality in which the public work is to be performed for each craft or trade needed to perform the contract and shall specify in the contract itself what the prevailing wage rate in the locality is for each craft or trade or classification of all workmen needed to perform the contract during the anticipated term thereof. Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workmen employed on a public work.

Every Contractor and Subcontractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with a public work and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

46. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION:

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 et. seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The following information summarizes the full, required regulatory text, which is included as Exhibit B of this bid specification:

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an Initial Project Workforce Report (Form AA201), 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 shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also 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.

47. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in construction contracting is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

48. WARRANTY OF TITLE:

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and, upon completion of all work shall deliver the same together with all work and appurtenances constructed or placed thereon by him to the City of Jersey City free from any claim, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any work or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such person to look to funds due Contractor in the hands of the City of Jersey City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

49. COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

50. DEFECTIVE WORK:

All materials furnished and all work performed which, in the opinion of the Engineer, is not in accordance with the Plans and Specifications shall be removed from the City immediately, and other materials which are satisfactory shall be furnished and work which is satisfactory shall be performed. In the event that defects are discovered, the Contractor shall immediately take all actions necessary to correct any and all defects to achieve compliance with the Plans, Specifications or as directed by the Engineer. The Contractor is responsible for his own work and that of his subcontractors. The Contractor is to guarantee that all work and materials are in all respects conformable to the Plans and Specifications.

51. RECORDS AND REPORTS:

At any time during normal business hours upon giving reasonable notice, the Contractor agrees to grant the City, the Comptroller General of the United States, or any of their duly authorized representatives access to all of his records and reports relating to this Contract. The Contractor agrees to maintain all records and reports relating to this Contract for a period of three years after final payment is made by the City and the Contract Work is accepted as complete. The provisions of this paragraph shall be inserted in all subcontracts by the Contractor.

52. CORELATED SPECIFICATIONS:

In addition to these Specifications, the following Standard Specifications & Codes shall be considered a part of these specifications where such specifications are applicable, and shall include all current changes and revisions:

1. New Jersey State Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 as currently amended.
2. Uniform Construction Code, Chapter 23, Title 5, New Jersey Administrative Code.
3. Ordinances and Resolutions of the City of Jersey City.
4. American Society for Testing and Materials Standards.
5. National Standard Plumbing Code.
6. National Electrical Code.
7. American Concrete Institute Building Code.
8. Standard Specifications of the American Water Works Association.
9. Manual of Uniform Traffic Control Devices, 2003 as currently amended.

53. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE CITY:

The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the City, provided the City:

- a. Secures written consent of the Contractor; except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the contract requirements,
- b. Secures consent of the Surety,
- c. Secures endorsement from the insurance carrier (s) permitting occupancy of the building or use of the Project during the remaining period of construction, or
- d. When the Project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction.

54. STATED ALLOWANCES:

The Contractor shall include in his Proposal the cash allowances if any, stated in the Technical Specification Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Engineer on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

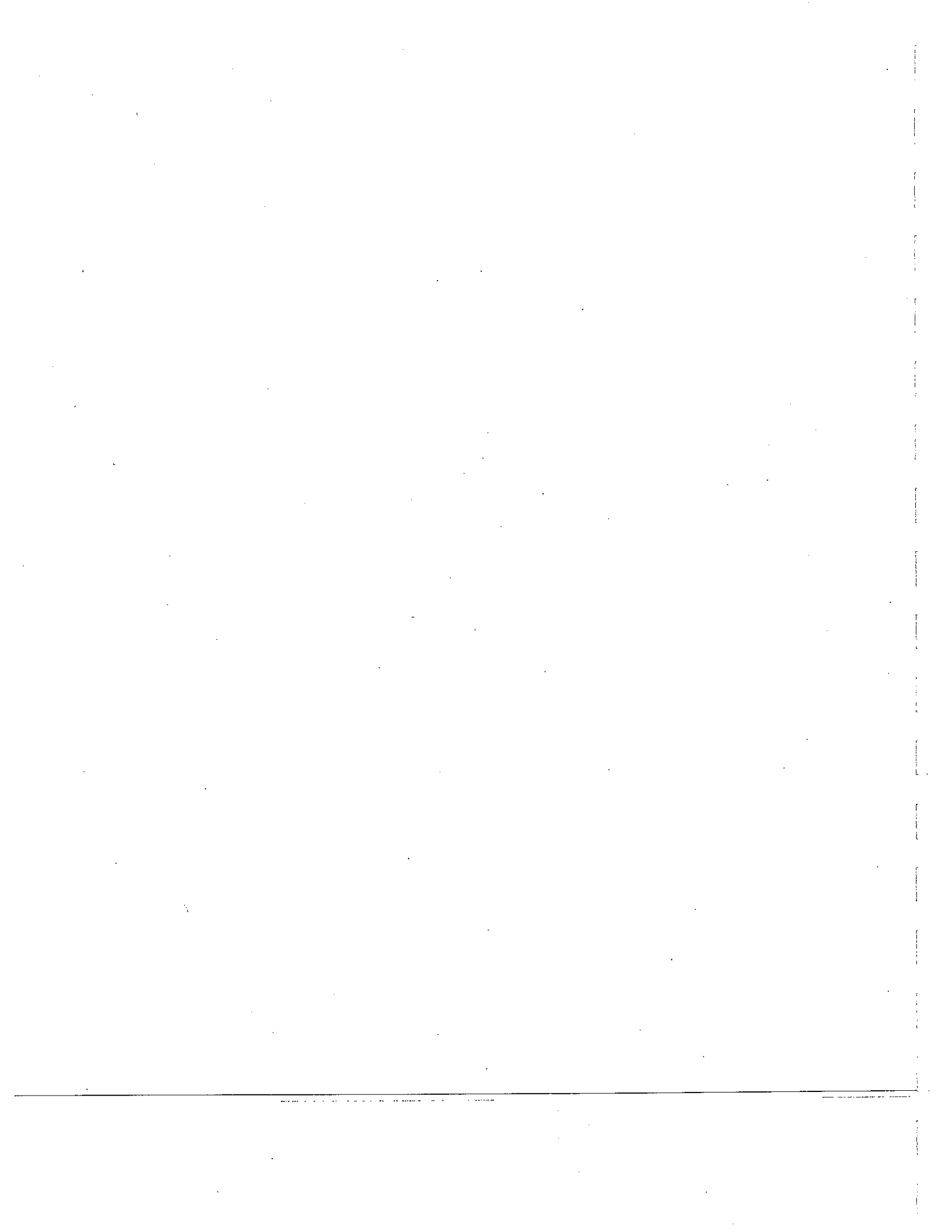


55. New Jersey Business Registration Requirements for Construction Contracts

P.L.2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which requires that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1et. seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.



**SCHEDULE OF REQUIRED SUBMITTALS BY BIDDER**

<b>NO.</b>	<b>SUBMITTAL ITEM</b>	<b>TIME OF SUBMISSION</b>	<b>CONSEQUENCES OF NON COMPLIANCE</b>
1.	PROPOSAL	PRIOR TO BID OPENING	BID REJECTED
2.	CERTIFICATE OF EXPERIENCE OF GENERAL CONTRACTOR	WITH PROPOSAL	BID REJECTED
3.	CERTIFICATES OF EXPERIENCE OF SUBCONTRACTORS LISTED PURSUANT TO N.J.S.A. 40A:11-16	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
4.	PLANT AND EQUIPMENT QUESTIONNAIRE OF GENERAL CONTRACTOR	WITH PROPOSAL	BID REJECTED
5.	PLANT AND EQUIPMENT QUESTIONNAIRE COMPLETED BY SUBCONTRACTORS LISTED PURSUANT TO N.J.S.A. 40A:11-16	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
6.	NON-COLLUSION AFFIDAVIT	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
7.	CORPORATION OR PARTNERSHIP STATEMENT	WITH PROPOSAL	BID REJECTED
8.	BID GUARANTEE	WITH PROPOSAL	BID REJECTED
9.	CONSENT OF SURETY	WITH PROPOSAL	BID REJECTED
10.	NEW JERSEY BUSINESS REGISTRATION CERTIFICATES FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS LISTED PURSUANT TO N.J.S.A.40A:11-16	WITH PROPOSAL OR PRIOR TO AWARD OF CONTRACT	BID MAY BE REJECTED
11.	EQUALITY INFORMATION ON SUBSTITUTED ITEMS (IF APPLICABLE)	WITH PROPOSAL OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
12.	WRITTEN ACKNOWLEDGEMENT OF ADDENDA (IF ISSUED) PURSUANT TO N.J.S.A. 40A:11-23.2,(e)	WITH PROPOSAL (SEE BID FORM P-1)	BID REJECTED
13.	FINANCIAL STATEMENT (FOR PROJECTS WITH TOTAL BASE BID PRICE OF \$1.0 MILLION OR GREATER, THE FINANCIAL STATEMENT SHALL BE A CERTIFIED FINANCIAL STATEMENT PREPARED WITHIN THE PAST 15 MONTHS)	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED

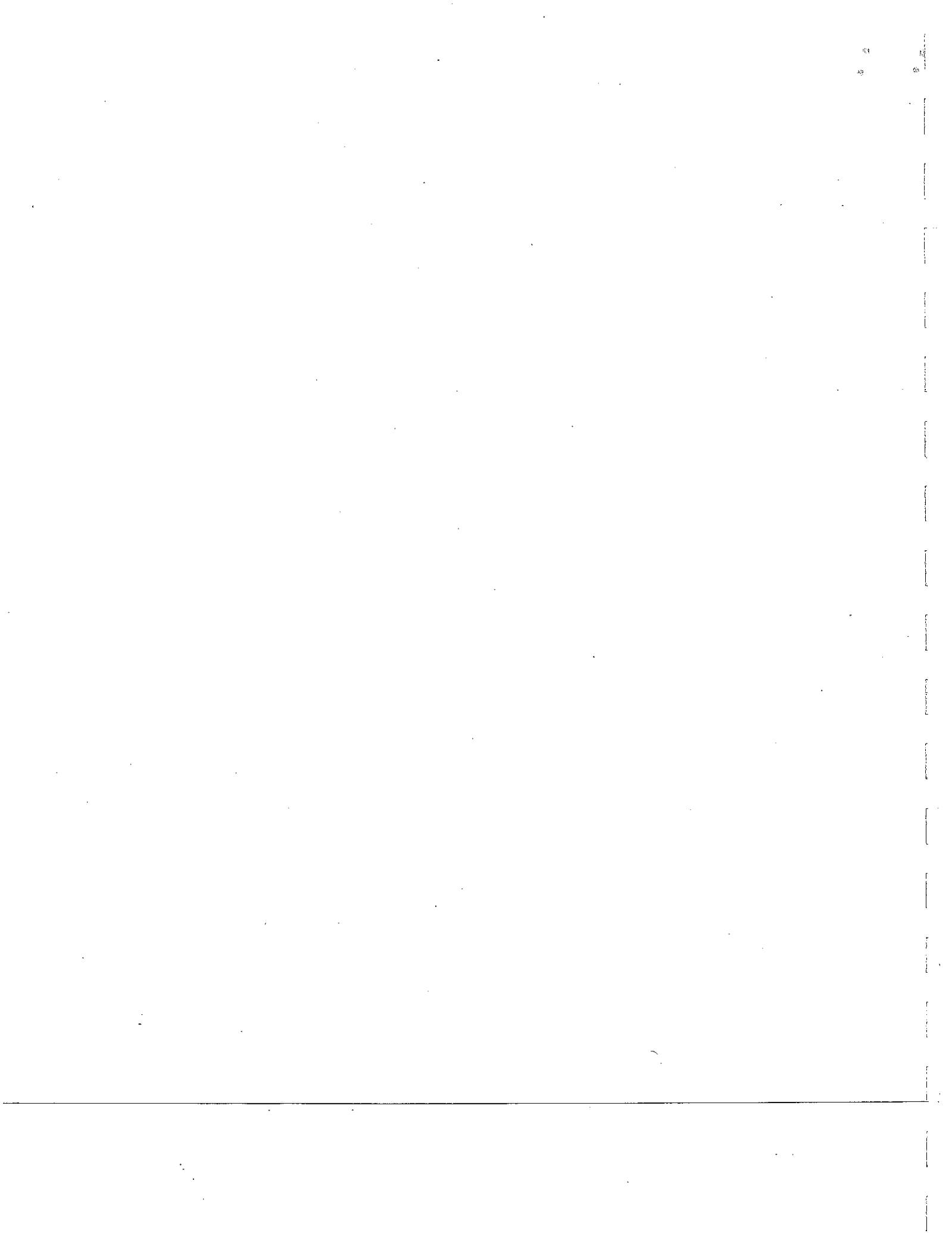
**SCHEDULE OF REQUIRED SUBMITTALS BY BIDDER**

14.	PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATES FOR GENERAL CONTRACTOR AND ALL SUBCONTRACTORS LISTED PURSUANT TO <u>N.J.S.A. 40A:11-16</u>	WITH PROPOSAL, OR PRIOR TO CONTRACT AWARD	BID REJECTED (SEE SECTION 8 OF INFORMATION TO BIDDERS)
15.	EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
16.	MWBE (CONTRACTOR COMPLIANCE PLAN)	WITH PROPOSAL, OR WITHIN 24 HOURS OF BID OPENING	BID MAY BE REJECTED
17.	INITIAL MANNING REPORT (JCAA-1)	AFTER NOTIFICATION OF AWARD BUT PRIOR TO SIGNING A CONSTRUCTION CONTRACT	FORFEITURE OF BID SECURITY
18.	MONTHLY PROJECT WORKFORCE REPORT	EVERY SEVENTH (7 <sup>TH</sup> ) OF THE MONTH THEREAFTER FOR THE DURATION OF CONTRACT	DEFAULT OF CONTRACT
19.	INSURANCE CERTIFICATES	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY
20.	PERFORMANCE AND PAYMENT BOND	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY
21.	EXECUTION OF CONTRACT AGREEMENT	WITHIN 10 DAYS OF CITY NOTICE OF CONTRACT AWARD	FORFEITURE OF BID SECURITY
22.	CONSTRUCTION PERMITS	PRIOR TO START OF CONSTRUCTION (WHERE REQUIRED)	DEFAULT OF CONTRACT
23.	SUBCONTRACTOR PREQUALIFICATION AND INSURANCE OTHER THAN THOSE LISTED UNDER N.J.S.A. 40A:11-16	PRIOR TO SUBCONTRACTOR'S PARTICIPATION	DENIAL OF SUBCONTRACTOR OR DEFAULT
24.	MATERIAL CERTIFICATIONS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT
25.	SHOP DRAWINGS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT
26.	PRECONSTRUCTION PHOTOGRAPHS	PRIOR TO COMMENCEMENT OF WORK OR STOCKPILING OF MATERIALS (WHERE REQUIRED)	DEFAULT OF CONTRACT

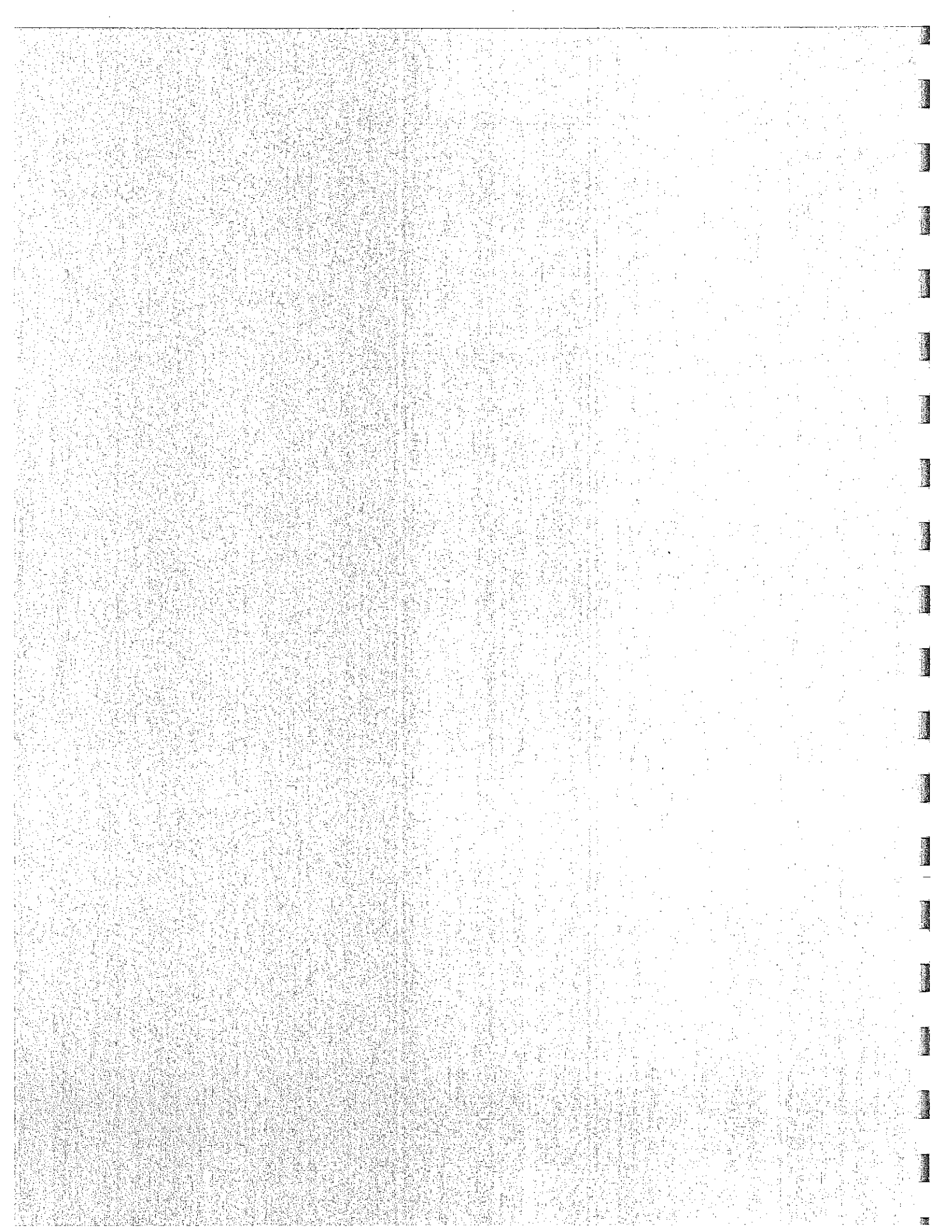
**SCHEDULE OF REQUIRED SUBMITTALS BY BIDDER**

27.	NOTIFICATION TO PUBLIC UTILITIES	PRIOR TO COMMENCEMENT OF WORK	DEFAULT OF CONTRACT
28.	COMMENCEMENT OF WORK RECEIPT EXECUTED	WITHIN 10 DAYS OF CONTRACT OR AS STATED IN "NOTICE TO PROCEED"	DEFAULT OF CONTRACT
29.	CLAIMS FOR EXTRA COST	WITHIN 48 HOURS OF INSTRUCTIONS FROM ENGINEER	DENIAL OF CLAIM
30.	CONSTRUCTION SCHEDULE/PERIODIC ESTIMATES	PRIOR TO COMMENCEMENT OF WORK AND FOLLOWING WITH EACH PARTIAL PAYMENT	PROCESSING OF PAYMENT WITHHELD UNTIL UPDATED AND APPROVAL RECEIVED
31.	REQUEST FOR ADDITIONAL TIME	WITHIN 10 DAYS OF BEGINNING OF DELAY	DENIAL OF REQUEST, LIQUIDATED DAMAGES
32.	WATER SAMPLE ANALYSIS OR OTHER REQUIRED TESTS	TESTING OF NEW WATER MAINS AND EQUIPMENT	NO ACCEPTANCE, FINAL PAYMENT WITHHELD

The contractor shall provide all submittals required under this contract whether or not listed above.



# TECHNICAL SPECIFICATIONS





## **DIVISION 100 - GENERAL PROVISIONS**

THE FOLLOWING SECTIONS OF THE NJDOT STANDARD SPECIFICATIONS ARE DELETED:

SECTION 101 - GENERAL INFORMATION

SECTION 102 - BIDDING REQUIREMENTS AND  
CONDITIONS

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

SECTION 104 - SCOPE OF WORK

SECTION 105 - CONTROL OF WORK

SECTION 106 - CONTROL OF MATERIAL

SECTION 107 - LEGAL RELATIONS

SECTION 108 - PROSECUTION AND PROGRESS

SECTION 109 - MEASUREMENT AND PAYMENT

**THESE SECTIONS OF THE NJDOT STANDARD SPECIFICATIONS  
ARE CHANGED TO THE REQUIREMENTS OF THE CITY OF JERSEY  
CITY AS SHOWN BELOW:**

- 1. NOTICE TO BIDDERS**
  - 2. INFORMATION TO BIDDERS**
  - 3. GENERAL CONDITIONS**
  - 4. TECHNICAL SPECIFICATIONS**
  - 5. BID DOCUMENTS: PROPOSAL**
  - 6. BID DOCUMENTS: EEO/AFFIRMATIVE ACTION  
REQUIREMENTS**
-

**DIVISION 150 – CONTRACT REQUIREMENTS**

The following Sections of the NJDOT Standard Specifications are deleted:

SECTION 151 – PERFORMANCE BOND AND PAYMENT  
BOND

SECTION 152 – INSURANCE

SECTION 153 – PROGRESS SCHEDULE

SECTION 154 – MOBILIZATION

SECTION 155 – CONSTRUCTION FIELD OFFICE

SECTION 156 – MATERIALS FIELD LABORATORY  
AND CURING FACILITY

SECTION 161 – FINAL CLEAN-UP

**THESE SECTIONS OF THE NJDOT STANDARD SPECIFICATIONS ARE  
CHANGED TO THE REQUIREMENTS OF THE CITY OF JERSEY CITY AS  
SHOWN BELOW:**

- 1. NOTICE TO BIDDERS**
- 2. INFORMATION TO BIDDERS**
- 3. GENERAL CONDITIONS**
- 4. TECHNICAL SPECIFICATIONS**
- 5. BID DOCUMENTS: PROPOSAL**
- 6. BID DOCUMENTS: EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **SECTION 154 - MOBILIZATION**

Replace entire Section with the following:

### **154.01 DESCRIPTION**

This section describes requirements for mobilization.

### **154.02 MATERIALS**

**(Intentionally Blank)**

### **154.03 PROCEDURE**

#### **154.03.01 Mobilization**

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the project limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract such as bonds, insurance and progress schedule.

This work shall also consist of taking photographs of the entire limits of the project prior to the start of construction and at the end of construction. Photographs shall be 5" x 7" minimum, labeled and assembled in a 3 ring binder. A CD shall also be provided.

### **154.04 MEASUREMENT AND PAYMENT**

The Pay Item Mobilization is deleted.

The following is added:

Separate payment will not be made for mobilization. All cost thereof shall be included in the price bid for the various pay item scheduled in the Proposal.

MOBILIZATION

TS-1 of 1

## SECTION 155A-CELLULAR PHONE SERVICE

The following section is added:

### DESCRIPTION

This work shall consist of furnishing two (2) Portable handheld cellular phones for the sole use of the Engineer and inspector during the construction of the project and will become the property of the contractor after acceptance of the project.

### COMMUNICATION EQUIPMENT

#### A. Cell Phones

Provide two (2) portable handheld cellular phones.

Specifications for the type of cellular phone to be provided will be furnished to the Contractor at the preconstruction meeting.

### MEASUREMENT PAYMENT

The City will measure and make payment for items as follows:

<u>Item</u>	<u>Pay Unit</u>
Cellular Phone Service Allowance	Lump Sum

Payment for cellular phone service will be made for actual costs of the non-monthly and non-fixed charges including their related taxes as evidenced by paid bills from the service provider submitted within 60 days of receipt from the service provider. The lump sum allowance amount provided in the proposal is an estimated amount anticipated to cover the cost of this item and will be adjusted on the basis of paid bills.

No separate payment will be made for the activation and termination fees, equipment and extended warranty.

CELLULAR PHONE SERVICE

Page TS-1 of 1

## SECTION 159-TRAFFIC CONTROL

### 159.01 DESCRIPTION

The following is added:

Traffic Control shall be as specified herein, the 2009 Manual of Uniform Traffic Control Devices (MUTCD) as currently amended and the 1989 Jersey City Traffic Barricade Manual as currently amended.

Attention is directed to the fact that maintaining and protecting traffic is considered as important and a necessary part of the work as is the actual construction work.

### 159.03 PROCEDURE

#### 159.02.02 Equipment

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 following subsections are added:

##### A. General

Before any work starts, the contractor shall obtain a general traffic permit and street closing permits if required from the Jersey City Division of Architecture, Engineering, Traffic and Transportation located at 575 Route 440 (Culver Avenue & Route 440). There will be no charge for the permits.

When the construction involves improvement of an existing roadway, the roadway shall be kept open to traffic unless otherwise approved or shown on the Plans.

The portion of the Project that is opened to traffic shall be kept in such condition that traffic is adequately accommodated. Temporary approaches or crossings at intersections, and access to roadways, businesses, parking lots, residences, and garages shall be provided and maintained in a safe condition.

The Contractor shall notify in writing via a leaflet all residents and businesses, block by block, at least forty-eight (48) hours prior to the commencement of construction, including paving, on that block. Also, the contractor shall coordinate his work with the local businesses so as to minimize disruption of normal business operations during construction. Commercial driveway access shall be maintained at all times except during paving operations.

The Contractor shall notify the Jersey City Parking Authority (JCPA) who shall post 12" x 18" red on white cardboard "EMERGENCY NO PARKING FROM \_\_\_\_\_ to \_\_\_\_\_" as may be necessary 36 to 48 hours in advance of any operation where parking will be prohibited subject to the approval the Engineer. These signs shall be rigidly placed on utility poles, trees or other structures and shall be promptly removed by the Contractor once work is completed and parking is restored. There will be no charge for the posting of signs by the JCPA. The JCPA may supply the Contractor with blank "Emergency No Parking" signs and allow him to post the signs.

The Contractor shall coordinate his operations with any other work of the Engineer/Traffic Engineer, and the utility companies, within the areas affected by his work, to the end that interruptions to and interference with the general pattern of traffic along the line of work and on connecting streets will be kept to an absolute minimum, and the traveling public will be subject to a minimum of delay and hazard.

Attention is called to the importance of maintaining access for emergency vehicles of the Police and Fire Departments, and for ambulance service. The contractor shall open to traffic any portions of the traveled ways at such time as ordered by the Engineer.

Equipment or machinery having crawler tracks or other treads that may mar or damage pavements shall not move over or operate from newly constructed or existing pavements to remain unless precautions are taken to prevent such damage.

Any damage to newly constructed or existing pavements within the limits of the Project or adjacent thereto, which in the opinion of the Engineer was caused by the Contractor's operations, shall be repaired as directed at the Contractor's expense, or the repairs will be made by the City and the cost of such repairs will be deducted from any monies due or that may become due the Contractor.

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Any restrictions of required traffic lane widths or diversion of traffic at any time are subject to approval of the Engineer. Reduction of the number of lanes available for traffic or construction within existing widths of traveled way will not be permitted until after 9:00 am and shall be removed prior to 4:00 pm unless otherwise specified on the Traffic Control Plans or as directed by the Engineer.

Work which will interfere with traffic or restrict the width of traveled way available for traffic shall not be performed on Saturdays, Sundays or Legal Holidays unless otherwise directed by the Engineer/Traffic Engineer.

Any restrictions of required traffic lane widths or diversion of traffic at any time are subject to approval. The Contractor shall maintain one minimum 12' wide lane for vehicular traffic in each direction at all times during construction unless otherwise directed by the Engineer.

All excavations shall be backfilled or covered up with steel plates securely anchored to the pavement with railroad spikes and ramped with Hot Mix Asphalt Patch at the end of each working day allowing the entire roadway to be opened to traffic during night hours.

Except as necessary during actual working hours, and then only with approval, equipment, materials, personnel, or employee vehicles shall not occupy any traveled way, shoulder, median, or sidewalk area within or adjacent to the Project that is open to traffic.

Work that closes or alters the use of existing roadways shall not be undertaken until adequate temporary or permanent provisions for traffic have been approved.

Where it is necessary for pedestrians to cross or walk within the limits of the Project, temporary sidewalks shall be provided, maintained, and removed as directed.

Construction above vehicular or pedestrian traffic shall not be performed unless there is explicit provision made in the Special Provisions or written permission given. Subject to such provision or permission, necessary devices and means to protect such traffic from falling construction materials or other objects, and from painting operations shall be provided at no cost to the City during the time that construction is performed above traffic. The precautions to be taken for the protection of traffic are subject to approval.

Prior to beginning a seasonal shutdown or any other prolonged work stoppage or when work is suspended by the Engineer, all excavated areas within the traveled way or adjacent thereto shall be brought to a grade compatible with the existing traveled way or to finished grade, as approved.

Vehicles hauling materials shall have tight bodies and tailgates, with adequate freeboard and covers to prevent spillage for any reason. All materials dropped or spilled on public roads or streets shall be removed daily or at such times as required to preclude the creation of a traffic hazard.

In the case of a contract requiring the placing of a course upon a course or subgrade previously constructed, the contractor shall maintain the previous course or subgrade during all construction operations.

On any section opened to traffic, whether provided for in the contract documents or opened as directed, any damage to the roadway due to the contractor's operations shall be repaired at no cost to Jersey City.

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or deicing operations carried on by others under the supervision or direction of Jersey City.

The Contractor shall not be responsible for mowing unless an item for mowing is scheduled in the Proposal form.

The Engineer may direct the Contractor to construct Hot Mix Asphalt patch in order to maintain sections of traveled way and shoulders in a smooth riding condition at all times including seasonal shutdowns. Payment for Hot Mix Asphalt patch will be made in accordance with the item Hot Mix Asphalt Patch except for those areas which are damaged by the Contractor's operations.

The Contractor shall be responsible for the Maintenance and Protection of Traffic within the project limits until acceptance. This maintenance shall consist of the continuous and effective work prosecuted day by day throughout the working and non-working hours including weekends and holidays with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times as directed by the Engineer/Traffic Engineer.

No requirement or omission to require any precautions under this contract shall be deemed to limit or impair any responsibility or obligations assumed by the contractor under or in connection with this Contract, and the contractor shall, at all times, maintain adequate protection to safeguard the public and all persons engaged in the work and shall take such precautions as will accomplish such end, without undue interference with the public.



If the Contractor at any time fails to comply with these provisions, the Engineer will immediately notify the contractor of such non-compliance. If the contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may proceed to maintain the project and the entire cost of this maintenance will be deducted from any monies due or that may become due the contractor.

## **B. Detours**

Approval of the Engineer and consent of the local authorities having jurisdiction shall first be obtained for rerouting traffic over detours that are not shown on the Plans. All necessary arrangements shall be made with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and signing adequate directional and detour signs, acceptable to the local authorities, shall be furnished and erected at the locations where such authorities may direct. All Work in connection with such detours shall be at no cost to the City.

Any detours used exclusively for hauling materials and equipment shall be constructed and maintained at no cost to the City.

The project shall be constructed in accordance with Traffic Control plans proposed by the Contractor subject to the approval of the Engineer unless there are specific Traffic Control Plans in the contract.

## **C. Stage Construction**

The Engineer shall be notified one month in advance of a tentative date for establishing new traffic patterns. This date shall be finalized 14 calendar days before the establishment of the new traffic patterns resulting from stage construction; and 21 calendar days before the establishment of a detour for the closing of any roadways.

Existing roadways that are proposed to be dead-ended or abandoned shall not be closed to traffic until adequate temporary or permanent provisions for traffic have been approved.

All work on active roadways shall be done in approved stages half of the roadway width at a time as necessary to maintain vehicular and pedestrian traffic unless otherwise shown on the plans or as directed by the Engineer.

### **159.03.02 Traffic Control Devices**

The following is added to the first paragraph:

Any traffic control devices stolen or damaged in any way shall be repaired or replaced without additional compensation.

#### **1. Construction Signs**

The following is added to the first paragraph:

Construction Signs shall be installed on Breakaway U-posts. U-posts shall be installed in core drilled holes if located in existing concrete sidewalks to remain and patched with concrete.

The following is added:

For Resurfacing contracts, the Contractor shall place construction identification signs on portable Windmaster Sign Stands at locations as directed by the Engineer. These signs shall be relocated from street to street as final paving is completed.

For Reconstruction projects, the Contractor shall place construction identification signs on U-posts or wooden posts at locations shown on the plans or as directed by the Engineer.

#### **6. Traffic Control Truck with Mounted Crash Cushions**

The last sentence is changed to:

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

The following is added to the second paragraph:

#### **8. Portable Variable Message Sign w/Remote Communications (PVMSRC).**

The following is added:

Place the PVMSRC at the location directed by the Engineer. Ensure that a designated representative familiar with the operation and programming of the unit is available on the Project for On-Site Configuration. Only messages authorized by the City for the Project shall be displayed. Repair and replace malfunctioning PVMSRC within 12 hours of notification by the Engineer.

Provide a broadband cellular telephone service plan with unlimited data service on a IP based packet network for the intended operational and functional requirements of the PVMSRC.

### **9. Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).**

The following is added:

Place the PTMCCA at the location directed by the Engineer. Ensure that a designated representative familiar with the operation and programming of the unit is available on the Project for initial installation. Repair or replace malfunctioning PTMCCA within 12 hours of notification by the Engineer.

Provide a system that includes a robotic network camera remotely controllable, including Pan, Tilt and Zoom (PTZ), and viewable over the internet through a password protected website. Provide for internet access through the website hosted by EarthCam for City cameras. No substitution is permitted. Provide broadband communication service and On-Site Camera Configuration for remote operation and control from the web site to the field site. Provide continuous viewable image at a minimum of 320H x 240V resolution and 1 frame per sec (fps) through the web site. Provide any incidental equipment or material required for successful remote operation and communications.

Provide for one week of testing by the City for remotely operating the PTMCCA before the start of construction operations that require lane or shoulder closures, or other impacts to traffic.

### **159.03.07 HMA Patch**

The following is added:

HMA patch shall also be used for the temporary patching of areas disturbed by sidewalk and driveway construction as well as the ramping of utility castings exposed by milling prior to paving.

## **159.03.08 Traffic Direction**

### **A. Flagger**

The last sentence is changed to:

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

### **B. Police**

Replace the entire subsection and heading with the following:

### **B. Jersey City Police Traffic Directors**

#### **1. General**

Police Traffic Directors for this project shall be off-duty Law Enforcement Officers of the Jersey City Police Department. The Police Traffic Directors shall be responsible for maintaining traffic flow, directing the towing of illegally parked vehicles and helping to provide safety for pedestrians and workmen at the project site. The police traffic directors shall be located where shown on the plans or at specific locations designated by the Engineer, the Contractor and/or the Jersey City Police Department during construction hours.

The Contractor shall comply with any rule or regulation of the State of New Jersey and the City of Jersey City relative to providing uniformed Police Officers of the City of Jersey City to regulate or control traffic on existing streets which are interfered with the Contractor's operations. Jersey City Police Traffic Directors are required when working at signalized intersections and during milling and paving operations. City of Jersey City Ordinance No. 11-011 adopted by the Municipal Council on January 26, 2011 establishes the procedure and fees for providing off-duty police officers for Special Detail Assignments. A summary of those procedures and fees is contained herein.

#### **2. Request For Services**

The City of Jersey City is divided into four (4) Districts: North, South, East and West. The contact person to request the services of off-duty law enforcement officers in the City of Jersey City Police Department are as follows:

**J.C. POLICE OFFICE OF OFF-DUTY EMPLOYMENT**

1 JOURNAL SQUARE PLAZA, 4<sup>TH</sup> FLOOR

JERSEY CITY, NEW JERSEY 07306

PHONE: 201 547-5830, 5832, 5833

MARK TIMMINS

CELL: 201 566-5402

Fax: 201 547-5910

E-MAIL:MTIMMINS2@NJJCPS.ORG

**J. C. POLICE NORTH DISTRICT**

282 CENTRAL AVENUE

JERSEY CITY, NEW JERSEY 07307

PICKMASTER

201 547-5350

CELL: 862-754-1823

**J.C. POLICE SOUTH DISTRICT**

191 BERGEN AVENUE

JERSEY CITY, NEW JERSEY 07305

PICKMASTER

201 376-3375

**J.C. POLICE EAST DISTRICT**

207 7<sup>TH</sup> STREET

JERSEY CITY, NEW JERSEY 07302

PICKMASTER

201 780-6755

**J.C. POLICE WEST DISTRICT**

576 COMMUNIPAW AVENUE

JERSEY CITY, NEW JERSEY 07304

PICKMASTER

201 547-5450 OR 5446 OR 5447

CELL: 862-754-1826

This project is located in the \_\_\_\_\_ District.

All requests for services for a period of one week or longer shall be made at least 10 days before such services are required. All requests for services for a period of less than one week shall be made as soon as practicable but in no event less than 24 hours before such services are required, except in an emergency situation.

**3. Trust Account**

To assure the timely payment of wages to police officers who perform off-duty services and to meet the requirements of the Fair Labor Standards Act, the City of Jersey City has established a Trust Account known as the "Off Duty Employment Trust Account". This Account is dedicated for the receipt of fees collected for the payment for off-duty employment.

A prospective employer of an off-duty police officer shall estimate the number of hours required. The estimate shall be approved in writing by the Chief of Police, and an amount

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sufficient to cover the rates of compensation and administrative fees set forth in Subsection D for the total estimated hours of service shall be deposited into the Trust Account.

All payments must be remitted directly to the City of Jersey City for said account. Deposits shall be in the form of certified check, bank check, money order or business check at the discretion of the Fiscal Officer. No officer shall be paid directly by any employer for requested services nor provide any such services for more hours than are specified in the request for services.

In the event the funds in any individual or entity's Trust Account should become depleted, services of off-duty law enforcement officers shall cease and requests for further or future services shall not be posted until additional funds have been deposited in the Trust Account.

In the event of a project which requires services over an extended period, the Jersey City Police Department Fiscal Officer may require advance payment equal to 25% of the projected extended time period with additional 25% advances as the project continues.

#### **4. Rates of Compensation**

Rates of compensation including a \$5.00 per hour administrative fee for contracting the services of off-duty law enforcement officer are as follows:

##### Police Officer For Detail at Construction Site on a City Project

7:00 am to 4:00 pm	\$40.00/Hr
7:00 am to 4:00 pm (overtime rate over 8 Hrs.)	\$57.50/Hr
4:00 pm to 6:00 am (overtime rate and night differential)	\$67.50/Hr
4:00 pm to 6:00 am (night differential)	\$50.00/Hour
Saturdays (Time and a Half Rate)	\$57.50/Hour (after 4pm, additional \$10.00/Hr)
Sundays or Holidays (Double Time Rate)	\$75.00/Hour (after 4pm, additional \$10.00/Hr)

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Police Officer Supervisor of the Rank of Sergeant or Lieutenant  
Add an additional \$10.00/Hour

Police Vehicle and Fuel

\$10.00/Hour

Holidays referenced herein are New Years Eve, New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve and Christmas Day.

A prospective employer who fails to notify the Jersey City Police Department at least Twelve (12) hours before the commencement of services shall compensate the officer for four (4) hours. If the officer works less than four (4) hours and the job is completed, the officer is entitled to be paid a minimum of four (4) hours at the rates of compensation listed above.

The City of Jersey City Division of Engineering, Traffic and Transportation will not reimburse the Contractor for Jersey City Police Traffic Directors who are not cancelled at least Twelve (12) hours prior to the scheduled start time to cancel the job except for unforeseen weather conditions.

### **SPECIAL NOTE**

**The contractor shall keep a neat and organized record log book showing the date, time, location and number of hours worked by Jersey City Police Traffic Directors on this project. Every Jersey City Police Traffic Director shall sign the log book. Copies of this record log book and the Contractor's own daily sign-in sheets shall be submitted to the Engineer before reimbursement payment is made to the contractor.**

### **159.03.09 EMERGENCY TOWING SERVICE**

Replace entire subsection with the following:

The Jersey City Police Department will arrange for towing services to remove vehicles as required during the course of the construction of the Project.

### **159.04 MEASUREMENT AND PAYMENT**

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Delete the last two items:

Add the following items:

<u>Item</u>	<u>Pay Unit</u>
Construction Identification Sign, 48" x 48"	Unit
Construction Identification Sign, 48" x 60"	Unit
Traffic Director, Flagger	Hour
Traffic Director, Jersey City Police	Hour
Traffic Director, Jersey City Police (overtime rate, 7 am to 4 pm)	Hour
Traffic Director, Jersey City Police (overtime rate +night differential, 4 pm to 6 am)	Hour
Traffic Director, Night-time, Jersey City Police (night differential, 4 pm to 6 am)	Hour
Traffic Director, Supervisor, Jersey City Police	Hour
Traffic Director, Night-time Supervisor, Jersey City Police (4 pm to 6am)	Hour
Traffic Director, Supervisor, Jersey City Police (overtime rate after 8 hrs)	Hour
Traffic Director, Supervisor, Jersey City Police (overtime rate + night differential, 4 pm to 6 am)	Hour
Police Vehicle and Fuel	Hour
Portable Variable Message Sign w/Remote Communication	Unit
Portable Trailer Mounted CCTV Camera Assembly	Unit

The following is added to the First paragraph:

Separate payment will not be made for relocating Traffic Control Devices from street to street. Payment will be made for the maximum quantity of Traffic Control Devices required to be in service at one time according to traffic control requirements.

Separate payment will not be made for Relocating Construction Identification Signs on portable Windmaster Signs Stands from street to street, but all costs thereof shall be included in the Item Construction Identification Sign, 48" x 48" scheduled in the Proposal.

The last paragraph is deleted.

The following is added:



Separate payment will not be made for posts for Construction Signs.

Separate payment will not be made for Traffic Control Coordinator but all costs thereof shall be included in the various Pay Items scheduled in the Proposal.

Separate payment will not be made for coordinating with the JCPA for the posting of the "Emergency No Parking" signs or notifying all residents and businesses in writing but all costs thereof shall be included in the Various Pay Items Scheduled in the Proposal.



# SECTION 610 TRAFFIC STRIPES, TRAFFIC MARKINGS AND/OR SYMBOLS

## 610.01 DESCRIPTION

The following is added:

This Project involves the removal and/or replacement of existing, missing or faded Traffic Striping, Markings and/or Symbols and the application of new Traffic Striping, Markings and/or Symbols, on various streets within the City of Jersey City. Also, the repair of existing Polymer Cement Slurry Decorative Crosswalks and Polymer-Resin Imprinted Decorative Crosswalks (3/4" thick).

The Engineer will direct the contractor as to where the work will be performed and will guarantee at least a day's worth of work. Also, work will be conducted in a contiguous area and will be limited to the availability of funds. The cost of Mobilization shall be included in the bid prices. Work will only be performed when the weather conditions are conducive to thermoplastic application (ambient and substrate temperature 40 degrees Fahrenheit and rising) and the Polymer Crosswalks (ambient and substrate temperature 50 degrees Fahrenheit and rising, for at least 6 hours after application)

## 610.04 MEASUREMENT AND PAYMENT

The first, second and fourth items are deleted.

The following Items are added:

<u>Item</u>	<u>Pay Unit</u>
Install Traffic Stripes, Long Life, Thermoplastic, 4" Wide	Linear Foot
Install Traffic Stripes, Latex (Water-Borne Paint), 4" Wide	Linear Foot
Removal of Traffic Stripes, Long Life, Thermoplastic 4" Wide	Linear Foot
Removal of Traffic Stripes, Latex (Water-Borne Paint), 4" Wide	Linear Foot
Install Traffic Markings/Symbols, Long Life, Thermoplastic	Square Foot
Install Traffic Markings/Symbols, Latex (Water-Borne Paint)	Square Foot
Removal of Traffic Markings/Symbols, Long Life, Thermoplastic	Square Foot
Removal of Traffic Markings/Symbols, Latex (Water-Borne Paint)	Square Foot

The following is added:

Traffic markings of the various types and materials for words, arrows or other pavement symbols will be measured by the square foot in accordance with the following table:

<b>Pavement Markings</b>	<b>Area (S.F.)</b>
Straight Arrow	14
Straight and Left or Right Turn Arrow	28
Left or Right Turn Arrow	14
"ONLY"	24
"SCHOOL"	41
"BUS"	24
"STOP"	27
"25 MPH"	38
"SLOW"	30
"XING"	27
"PED"	14
"AHEAD"	42
"YIELD"	42
"HELMETED BICYCLIST SYMBOL"	42
"HELMETED BICYCLIST SYMBOL" WITH CHEVRONS	48

No additional payment will be made for Traffic Striping or Crosswalk work done at night if the Contractor so chooses, but all costs thereof shall be included in the various bid items.

## SECTION 612 - SIGNS

### 612.02 MATERIALS

The following item is deleted from the materials list:

Non-Breakaway Sign Supports:.....911.02.03

The second paragraph is deleted.

The following is added:

All street signs shall be fabricated of flat aluminum sheets and shall be covered with Type-XI (diamond grade cubed) wide-angle high performance prismatic retro-reflective sheeting series 4090 per 3M or equivalent.

### 612.03 CONSTRUCTION

#### 612.03.01 Regulatory and Warning Signs and Type GA "U" Post Support Guide Signs

The following is added:

Parking restriction signs shall be mounted 45 degrees to traffic. All other signs shall be mounted 90 degrees to traffic or as directed by the Engineer.

All Regulatory and Warning Signs shall be mounted at a minimum of seven (7) feet above final grade and at a minimum of one (1) foot horizontal offset from front of curb to edge of sign on a 2 piece galvanized steel "U"-post sign support with the breakaway feature assembly.

Add the following subsection:

#### 612.04 MEASUREMENT AND PAYMENT

The first item is deleted.

The following items are added:

<u>Item</u>	<u>Pay Unit</u>
Regulatory and Warning Sign with Steel U-Post	Square Foot

The following is added at the end of the subsection:

No separate payment will be made for Charcoal Gray Concrete around new Steel U-posts in Gray Sidewalk but all costs thereof shall be included in the various traffic sign items.



The following section is added:

## **SECTION 613A POLYMER CEMENT SLURRY SURFACE DECORATIVE CROSSWALK**

For NJ DOT Local Aid and/or City funded Projects:

### **613.01 DESCRIPTION**

This section describes the requirements for constructing a colored polymer cement slurry surface system (PCSS) decorative crosswalk containing a polymer modified cement “slurry” material comprised of specially blended acrylic modifiers, portland cement and a unique blend of engineered aggregates on a prepared substrate in accordance with these specifications and with the plans established by the Engineer. The resulting surface shall be patterned as required by the design plans. The work shall be performed utilizing the products, processes, equipment, and certifications of Endurablend™ Systems or equivalent and equivalent materials shall meet the requirements of these specifications and shall have a proven in-place history over asphalt or concrete.

### **613.02 MATERIALS**

The PCSS material used shall be the Endurablend™ Preserve (EB™ Preserve™) or an equivalent two-component mix equal. Material submitted for pre-approval as an equivalent two-component product shall meet the requirements as specified in Sections 613.02.01 through 613.02.04.

For Federal Aid Funded Projects:

### **613.01 DESCRIPTION**

This section describes the requirements for constructing a colored polymer cement slurry surface system (PCSS) decorative crosswalk containing a polymer modified cement “slurry” material comprised of specially blended acrylic modifiers, portland cement and a unique blend of engineered aggregates on a prepared substrate in accordance with these specifications and with the plans established by the Engineer. The resulting surface shall be patterned as required by the design plans. The work shall be performed utilizing the products, processes, equipment, and certifications meeting the requirements of these specifications and shall have a proven in-place history over asphalt or concrete.

## 613.02 MATERIALS

The PCSS material used shall be a two-component mix equivalent as specified in Sections 613.02.01 through 613.02.04.

### 613.02.01 PCSS Material Properties

The polymer cement surface slurry or equivalent shall provide a skid and abrasion resistant surface and should demonstrate one or more of the properties shown in Table 613.02.01-1.

Table 613.02.01-1 Polymer Cement Slurry Material Properties		
Description	Test Method	Value
Compressive Strength, (at 28 days) 2" Cube <sup>1</sup>	ASTM C-109	> 4,500 PSI
Tensile Strength <sup>1</sup>	ASTM C-190	> 350 PSI
Bond Strength with Asphalt <sup>1,2</sup>	ASTM C-1583	> 160 PSI
Skid Resistance (at 60km/hr)	ASTM E-1911	>40
	ASTM E-274	> 40
Length Change <sup>1</sup>	ASTM C-157	< 0.024%
Solar Reflectivity Index <sup>3,4</sup>	ASTM C-1549	> 0.29
	ASTM E-1980	
Wet Mix Flowability*	ASTM C-939	20-45 sec
Wet Mix Air Voids*	Chase Meter	< 6%
Total Air Content <sup>5</sup>	Microscope Analysis of Section	< 5%
Flexibility <sup>6</sup>	½" Thick Beam under Static Load – Max. Deflection	≥ ½"

<sup>1</sup>) The data shown is representative of laboratory test 28 day cured samples at 50% humidity.

<sup>2</sup>) Test sample must be prepared by overlaying ¼" (6mm) of product on 12.5mm HMA sample.

<sup>3</sup>) A SRI of greater than 29 can be obtained by using pigments or changing the color index of the aggregate. It is not applicable where color pigments are requested.

<sup>4</sup>) Only applicable for projects where a LEED certification credit is a requirement of the surfacing or where a reflective surfacing is specified.

<sup>5</sup>) Required to provide balance between flexibility, minimal permeability and therefore maximum durability.

<sup>6</sup>) Use the same loading rate as for the ASTM C-109 test above.

\*) Quality assurance tests for site.



### 613.02.02 Dry Blend Components

The mineral aggregate used shall be of the type and grade specified for the particular use of the PCSS. The aggregate shall be manufactured crushed stone composed of clean, hard, uncoated particles such as granite, slag, limestone, or other high quality aggregate, or combination thereof. As an alternative, the aggregate may be substituted with approved crushed glass or porcelain as approved by the engineer. The material shall be free from vegetable matter and other deleterious substances and shall meet the requirements contained in ASTM C-144, ASTM C-33, or Microsurfacing Type 1, Type 2 or Type 3. All aggregate shall also be free of caked lumps and oversize particles.

The cement used should be a Type I or Type II cement. Type III cement can be used when the installation conditions require accelerated curing and should be approved by the manufacturer and the engineer.

The dry re-dispersible co-polymers shall be integrated in the dry blend (to ensure uniform polymer load batch to batch) and shall possess the following properties:

Appearance	free-flowing, white powder
Bulk density	350 - 640 g/l
pH value	6.0 - 9.0 (as a 10% dispersion in water)
Min. film building temperature	+ 3°C
Film properties	opaque, flexible, viscoplastic

The fibers shall possess the following properties:

Material Type	Polypropylene
Fiber Geometry	Monofilament
Fiber Length	10 to 20mm
Antistatic Finish	0.1 - 0.2%

The dry blend materials shall be plant mixed and delivered to the site in weatherproof containers.

### 613.02.03 Water

The water component used for mixing with the PCSS dry blend shall be of potable quality and free from harmful-soluble salts.

### 613.02.04 Chemical Admixtures/Pigments

Any chemical admixtures and/or color pigments used, the dosage rates and the conditions for use in the PCSS shall be approved by the manufacturer.

## **613.03 DELIVERY, STORAGE, AND HANDLING**

### **613.03.01 Dry Blend**

The dry blend materials shall be delivered to the site in weatherproof containers and stored in a covered and ventilated location.

## **613.04 EQUIPMENT**

The equipment to be used shall be approved by the manufacturer, an approved installer, or the equivalent material representative. The installer shall demonstrate that the equipment and tools shall be capable of handling materials, performing the work, maintaining the minimum level of required productivity, and producing a product of the specified quality and be maintained in good mechanical condition. Equipment not supplied by the manufacturer, or their approved installer shall be made available prior to its use for examination and approval by the engineer. The contractor shall also provide sufficient equipment to enable the prosecution of the work in accordance with the project schedule and completion of the work in the specified time.

### **613.04.01 Material Handling Equipment**

The equipment shall be capable of handling and transferring the dry materials and liquids to the approved mixer without causing spillage, segregation, or contamination.

## **613.05 CONSTRUCTION**

### **613.05.01 Weather Limitations**

#### **A. Required Conditions**

PCSS shall only be placed when all of the following conditions are met:

- The pavement surface is dry.
- Ambient and substrate temperatures are 50° F (10° C) and rising and expected to remain above 50° F (10° C) for 6 hours
- There is no forecast of temperatures below 35° F (2° C) within 24 hours from the time of placement.
- Wind velocity is low.

- Relative humidity is normal or high.
- The weather is not foggy or rainy. When rain appears imminent, all placement operations shall cease and the work shall not be resumed until the threat of rain has passed.

## **B. Cold Weather Requirements**

When the ambient temperature is below 50° F (10° C), but will remain above 40° F (5° C) during paving and the substrate temperatures are 50° F (10° C) and rising, the PCSS can be placed only when manufacturer approved accelerators are added to the mix and approval of the Engineer is obtained.

## **C. Hot Weather Requirements**

Care should be taken when placing the PCSS when the substrate temperature exceeds 130° F (50° C). Application temperatures of the substrate above 130° F (50° C) should be closely monitored for performance during the course of application. Any observable defects occurring as a result of extreme temperature should be cause for immediate halting of placement operations.

Where the ambient paving air temperature is going to exceed 90° F (32° C) then the use of cold water should be considered for the blending operation. Where the provision of cold water or replacing the part of the water requirement with ice is not possible, then the use of a retarder should be used with the mix.

### **613.05.02 Surface Preparation**

The substrate that is to receive the PCSS system shall be cleaned of sand, dirt, dust, rock, existing traffic striping and markings or any other debris that could prevent proper adhesion. Cleaning shall be accomplished by power broom, scraping, blowing, power washing, or other approved methods necessary to assure bonding between the PCSS surface course and the substrate. PCSS operations shall not be started until the surface is in a condition as recommended by the manufacturer.

### **613.05.03 Damaged Substrate**

All substrate receiving PCSS shall be free of potholes, spalling, or other areas of structural deterioration. If identified in the plans, or directed by the Engineer, all such areas shall be excavated to a depth where the substrate is structurally sound and repaired with an approved pothole repair method. Structurally deficient areas not identified for repair in the plans shall be reported to the Engineer.

### **613.05.03 Mixing**

The measuring and mixing operation shall be capable of producing a consistent homogeneous mix sufficient to maintain the production levels required for the work. The water and dry blend shall be charged into the mixer and blended to the desired consistency.

### **613.05.05 Placing**

PCSS shall be uniformly deposited on the substrate by either a squeegee or a spray apparatus. The spray apparatus shall be a device approved by the manufacturer. The material shall be used as a two-coat system using stencils to create the look of brick pavers. A smooth or textured surface shall be created as shown on the plans or as directed by the Engineer. A textured surface shall be created by adding aggregate to the mix as specified in the plans.

#### **A. Stenciled Pavement**

A base coat of a concrete gray in color PCSS material shall be applied by spray or squeegee on top of the asphalt pavement. The base coat shall provide a grout line color plus seal the surface. Once the base coat has cured, apply the specified stencil pattern and spray the top coat with a brick red in color PCSS material. Remove the stencil and allow the coating to cure. Cure to traffic time is approximately 2 hours at 70 degrees. The total cured thickness should be a minimum of 3/16".

The stencils should be a .022 to .045 thick tear resistant paper with a water resistant coating having 4" x 8" bricks in a running bond pattern.

### **613.05.06 Curing and Opening to Traffic**

Care shall be taken by the contractor to protect the PCSS surface course from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. The PCSS shall not be opened to traffic until it has reached sufficient compressive strength that the surface will not be damaged by vehicular traffic and the area has been approved for opening by a representative of the manufacturer, the installer, or the Engineer.

**613.06 MEASUREMENT AND PAYMENT**

The City will measure and make payment for items as follows:

<u>ITEM</u>	<u>PAY UNIT</u>
Polymer Cement Slurry Surface Decorative Crosswalk	Square Foot

Payment for 8" wide solid white thermoplastic border traffic stripes shall be made under the Item Traffic Stripes, Long Life, Thermoplastic, 4" Wide.

Payment for removal of existing traffic stripes shall be made under the item Removal of Traffic Stripes, 4" Wide.

No separate payment will be made for additional substrate surface preparation such as power brooming, scraping, blowing or power washing but all costs thereof shall be included in the Item Polymer Cement Slurry Surface Decorative Crosswalk.

Payment for any substrate repair needed as directed by the Engineer shall be made under the following Items as necessary: Excavation, Unclassified, Sawcutting, 10" or less, HMA 19H 64 Base Course and HMA 12.5H 64 or 76 Surface Course.



The following section is added:

## SECTION 613B POLYMER-RESIN IMPRINTED DECORATIVE CROSSWALKS

### 613.01 DESCRIPTION

This section describes the requirements for constructing or repairing Polymer-Resin Imprinted Decorative Crosswalks.

### 613.02 MATERIALS

Polymer-Resin Imprinted Decorative Crosswalk shall be brick red in color with a brick pattern as shown on the plans with a minimum thickness of ¾ inches.

Polymer-Resin imprinted Decorative Crosswalk shall conform to Grade 60 Specifications as shown in the below listed table.

<b>TABLE 1 IMPRINT PROPERTIES</b>			
Grade	45 For use in Northern States/Canada Light/medium trafficked areas	60 For use in rest of US States on heavily Trafficked areas	70 For use in hot climates
Av. Temperature Range	25°F – 113°F	25°F – 140°F	32°F – 158°F
Wheel Tracking at 113°F	<1mm/Hour	<1mm/Hour	<1mm/Hour
Wheel Tracking at 140°F	N/A	<5mm/Hour	<10mm/Hour (158°F)
Density	2.12	2.12	2.12
Cone Flow Test (5 Hours @194°F)	15% maximum	15% maximum	10% maximum
Plane Test (5 Hours @ 194°F)	5% maximum	5% maximum	5% maximum
Indent @ 104°F	25 dmm maximum	50 dmm maximum	N/A
Indent @ 122°F	N/A	75 dmm maximum	30 dmm maximum
Ash Content	90% maximum	90% maximum	90% maximum
Skid Resistance Value	55-70	55-70	55-70

## GRADE 60 SPECIFICATIONS

TEST METHOD	REQUIREMENT
Wheel Tracking 140°F(mm/h)	Less than 7
Indentation 140°C (dmm)	Less than 75
Compression 77°F (Newtons) 115°F 140°F	3000 (Min) 2000 (Min) 1000 (Min)
Color (HunderLab) C <sup>o</sup> 2      L Viewing                                      A (Typical Values)                              B	Depends on Color
Density Kg/l 115°F	2.2
Ash Content	90% (Max)
Skid Resistance Value	>60
Specific Gravity	2.1 – 2.3 Kg/L

### 613.03 CONSTRUCTION

#### A. Installation Plan

At least 20 days before beginning the work, submit to the Engineer for approval an installation plan that includes:

1. Schedule of operations for applying polymer-resin imprinted crosswalks.
2. Number and Type of equipment.
3. Manufacturer's recommendations for use of the materials, including, but not limited to mixing ratios and application temperatures.

#### B. Surface Preparation

Sawcut a one (1) inch deep crisp straight line along the proposed crosswalk lines or along perimeter of areas to be repaired. Use a saw capable of providing a neat cut in a single pass. Mill a 20 inch wide by ¾" to 1" deep key along the proposed crosswalk lines. Mill a 24 inch to 36 inch wide by ¾" to 1" deep key along the curb gutterline. Perform milling operation, including removal of the milled material, in a manner that prevents dust and other particular matter from escaping into the air. Ensure that the milled area is free from gouges, continuous grooves, ridges and delaminated areas and has a uniform texture consisting of discontinuous longitudinal striations. Mill HMA to the depth specified without damaging underlying HMA.



If HMA below the specified milling level becomes dislodged or delaminated, remove and replace. Using a mechanical sweeper and compressed air, clean the milled area and the existing HMA pavement 5 feet beyond the perimeter of the polymer-resin imprinted crosswalk to be constructed of all millings, dirt and other foreign material.

### **C. Applying Polymer-Resin Imprinted Crosswalks**

Place polymer-resin material in accordance with the manufacturer's recommendation on thoroughly dry surfaces and during dry weather conditions. Polymer-Resin material shall not be applied when precipitation is expected.

Apply using specialized tools and procedures that produce polymer-resin imprinted crosswalks of the specified color, width, thickness and pattern.

Uniformly heat the polymer-resin material. When the ambient and surface temperature are at least 50°F, apply the melted material at a temperature of between 375°F to 410°F. Maximum heating temperature shall not exceed 440°F.

Apply the polymer-resin material between two battens which supply the levels of application. Spread the material and smooth it off by the use of hot irons. Sprinkle dry silica sand onto the hot material to give a coarse effect. If the silica is not dried, it will not adhere on the surface.

As soon as the sand is applied, print the hot material with the appropriate aluminum mold. Press the mold onto the material to a depth depending on the thickness of the material and the stop blocks of the aluminum mold.

After the material is printed with the specified pattern, it shall be allowed to cure a minimum of 45 minutes.

### **D. Opening to Traffic**

Complete the installation of polymer-resin imprinted decorative crosswalks and allow to thoroughly dry before opening to traffic. The Engineer will determine when the traveled way can be opened to traffic.

### **E. Applying Traffic Markings, Lines, Long Life, Thermoplastic**

Apply hot extruded thermoplastic traffic marking, solid white line, 8" wide along each side of the completed polymer-resin imprinted crosswalk in accordance with Section 610.

## 613.04 MEASUREMENT AND PAYMENT

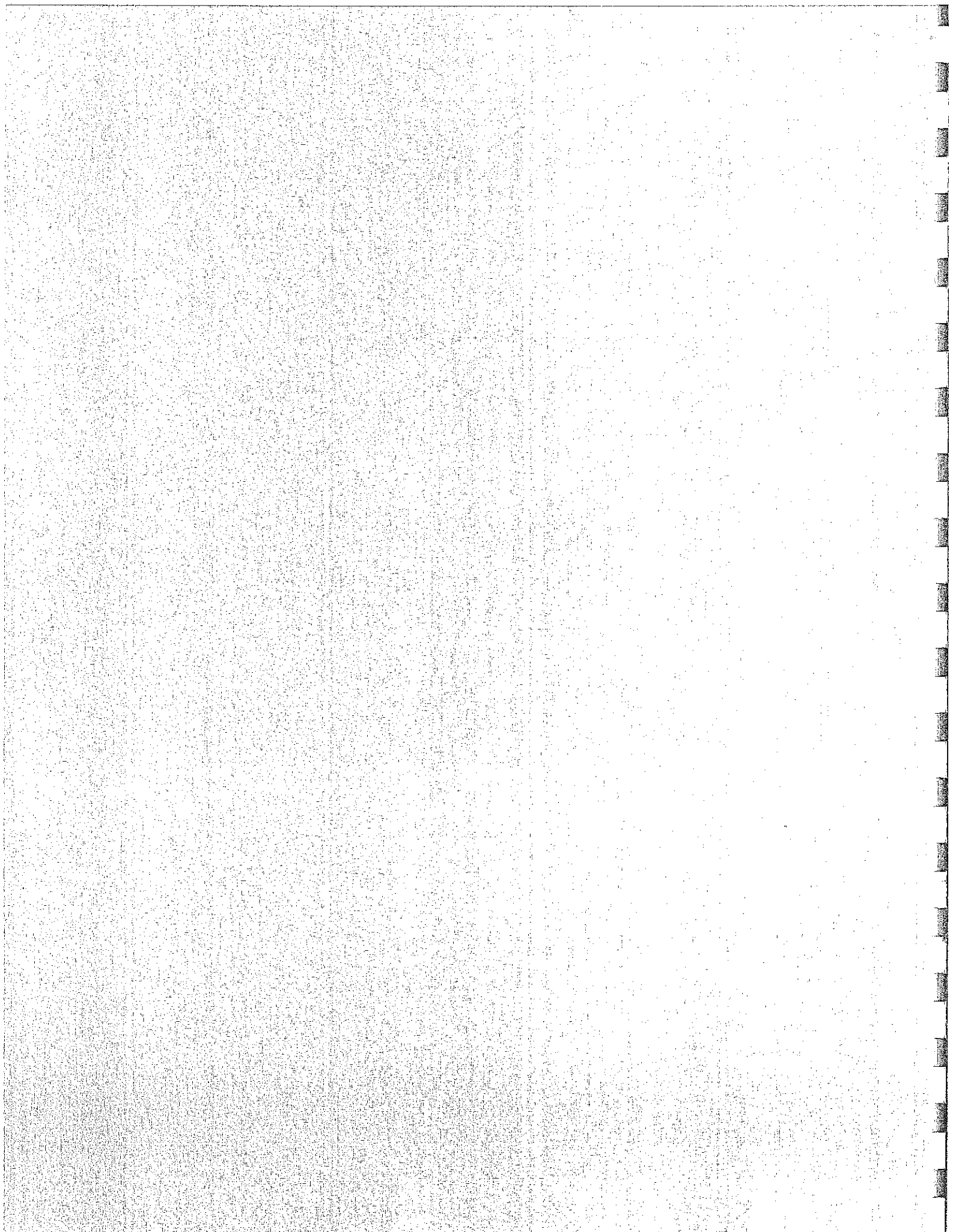
The City will measure and make payment for items as follows:

Item	Pay Unit
Polymer-Resin Imprinted Decorative Crosswalk, 3/4" Thick	Square Foot
Repair of Polymer-Resin Imprinted Crosswalk, 3/4" Thick	Square Foot

No separate payment will be made for milling but all cost thereof shall be included in the Unit Price Bid for the items Polymer-Resin Imprinted Decorative Crosswalk, 3/4" Thick or Repair of Polymer-Resin Imprinted Crosswalk 3/4" Thick.

Payment for traffic markings will be made under the item Traffic Marking, Lines, Long Life, Thermoplastic, 4" Wide.

**BID DOCUMENTS**



**CITY OF JERSEY CITY**  
**DEPARTMENT OF PUBLIC WORKS**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**

**PROPOSAL**

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE.

**TITLE:                    TRAFFIC STRIPING & CROSSWALK MAINTENANCE PROGRAM**

**PROJECT NO.:        13-017**

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

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

**TELEPHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**TO THE CITY OF JERSEY CITY:**

In compliance with your Invitation for Bids dated \_\_\_\_\_, 2013, we the undersigned hereby declare that we have carefully examined the Plans, Specifications and all other Contract Documents; that we have carefully examined the Project Site and all other matters pertaining to the proposed work; including subsurface conditions and that we propose to furnish all labor, equipment and materials necessary to complete the work in full accordance with the Contract Documents at the price per unit of measure of each scheduled item of work in the following "Schedule of Prices".

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 360 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time", that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following Addendum:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

It is understood and agreed that the Total Price stated by the undersigned in the "Schedule of Prices" is based on the Estimated Quantities and will only control in the awarding of the Contract. It is further understood that the quantities stated in the "Schedule of Prices" for the Items are estimated only and may be increased or decreased as provided in the Specifications.

Attached herewith is a:

\_\_\_\_\_ (Cashier's Check)

\_\_\_\_\_ (Certified Check)

(Check one)

\_\_\_\_\_ (Bid Bond)

in the amount of \$ \_\_\_\_\_ representing ten percent (10%) of the Total Price bid; but not more than Twenty Thousand Dollars (\$20,000.00) nor less than Five Hundred Dollars (\$500.00).

The undersigned agrees that this Check or Bid Bond is to be forfeited as liquidated damages and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or forward the required Bonds within the stipulated time. Otherwise, the Check or Bid Bond will be returned to the undersigned.

Choice-of-Retainage:

If the Total Price bid for the Contract work exceeds One Hundred Thousand (\$100,000.00) Dollars the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

\_\_\_\_\_ 2% Cash from each payment.

\_\_\_\_\_ 2% of Contract Amount in Bearer Bonds or Notes deposited with the City.

Attachments-to-Proposal:

The Bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the Bidder and are hereby made part of this Proposal:

1. A sworn statement of work performed during the last three (3) years. (See "1. *Certificate of Experience*")
2. A sworn statement of Plant and Equipment Questionnaire for use on this Project, consisting of four (4) sheets and attachments prepared by the Bidder. All Bidder's attachments shall be signed. (See attached forms entitled "2. *Plant and Equipment Questionnaire*")
3. \* Recent financial statement. (See attached form entitled "3. *Financial Statement*"). For projects with total base bid price of \$1.0 million or greater, the Financial Statement shall be a Certified Financial Statement prepared within the past fifteen (15) months.
- 4.\* Affidavit of Non-Collusion. (See attached form entitled "4. *Non-Collusion Affidavit*")
5. Statement of Corporation or Partnership. (See attached form entitled "5. *Corporation or Partnership Statement*").
- 6.\* Bidder is required to complete the enclosed Affirmative Action Forms. (See Bid Documents Subsection entitled "EEO/Affirmative Action Requirements")
7. Bid Guarantee (See Information to Bidders Article No. 9)
8. Consent of Surety (See Information to Bidders Article No.10)
- 9.\* Business Registration Certificate issued by the State of New Jersey, Department of the Treasury (See GC-55 NJ Business Registration Requirements for Construction Contracts).

**\* May be submitted within twenty four (24) hours after Bid reception. Business Registration Certificate may be submitted with Proposal or prior to the Contract Award.**

Failure to submit the Attachments will result in the automatic rejection of the bid.

## BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- \* List of Prices
- \* Grand Total Bid Price
- Alternate(s), if applicable, with supporting documentation, if applicable.
- Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 22, Substitutions
- \* Certificate of Experience of General Contractor
- Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- \* Plant and Equipment Questionnaire completed by General Contractor
- Plant and Equipment Questionnaire completed by Subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- Financial Statement (for projects with total base bid price of \$1.0 million or greater, the Financial Statement shall be a Certified Financial Statement prepared within the past fifteen (15) months.)
- Non-Collusion Affidavit
- \* Corporation or Partnership Statement
- Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)
- Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10.5-31 et seq) (N.J.A.C. 17:27) **Construction Contracts must be signed.**
- State of New Jersey, Division of Contract Compliance Equal Employment Opportunity in Public Contracts' Initial Project Workforce Report Construction (Form AA-201). **Must be submitted after notification of award but prior to signing a construction contract.** Form AA-201 may be obtained and must be submitted to Jersey City's Public Agency Compliance Officer (P.A.C.O.) at Office of EEO/AA, 280 Grove Street, Room - 103, Jersey City, NJ 07302, Telephone 201-547-4533 and Fax 201-547-5088.
- \* Bid Bond
- \* Consent of Surety
- Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
- New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
- \* Written Acknowledgement of Addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2 (e).



**SCHEDULE OF PRICES**

**ITEM NO. 1      TRAFFIC CONES**

50 Units @ \$ \_\_\_\_\_ per Unit                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 2      INSTALL TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC  
4" WIDE**

240,000 L.F. @ \$ \_\_\_\_\_ per L.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 3      INSTALL TRAFFIC STRIPES, LATEX (WATER-BORNE PAINT)  
4" WIDE**

1,000 L.F. @ \$ \_\_\_\_\_ per L.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 4      REMOVE TRAFFIC STRIPES, LONG LIFE,  
THERMOPLASTIC, 4" WIDE**

2,000 L.F. @ \$ \_\_\_\_\_ per L.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 5      REMOVE TRAFFIC STRIPES, LATEX (WATER-BORNE  
PAINT), 4" WIDE**

100 L.F. @ \$ \_\_\_\_\_ per L.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**SCHEDULE OF PRICES (Continued)**

**ITEM NO. 6      INSTALL TRAFFIC MARKINGS / SYMBOLS, LONGLIFE,  
THERMOPLASTIC**

19,200 S.F. @ \$ \_\_\_\_\_ per S.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 7      INSTALL TRAFFIC MARKINGS / SYMBOLS, LATEX (WATER-  
BORNE PAINT)**

39,615 S.F. @ \$ \_\_\_\_\_ per S.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 8      REMOVE TRAFFIC MARKINGS / SYMBOLS,  
LONGLIFE, THERMOPLASTIC**

500 S.F. @ \$ \_\_\_\_\_ per S.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 9      REMOVE TRAFFIC MARKINGS / SYMBOLS,  
LATEX (WATER-BORNE PAINT)**

100 S.F. @ \$ \_\_\_\_\_ per S.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**SCHEDULE OF PRICES (Continued)**

**ITEM NO. 10 REPAIR OF POLYMER CEMENT SLURRY SURFACE  
DECORATIVE CROSSWALK**

2,000 S.F. @ \$ \_\_\_\_\_ per S.F. \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 11 REPAIR OF POLYMER-RESIN IMPRINTED DECORATIVE  
CROSSWALK, 3/4" THICK (INCLUDES REMOVAL &  
DISPOSAL)**

500 S.F. @ \$ \_\_\_\_\_ per S.F. \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 12 INSTALLATION OF REGULATORY / WARNING SIGN  
WITH STEEL U-POST**

9,955 S.F. @ \$ \_\_\_\_\_ per S.F. \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 13 TRAFFIC DIRECTOR, JERSEY CITY POLICE**

1,652 Hours @ \$ 40.00 per Hour \$ \_\_\_\_\_

Forty Dollars and No Cents  
(Write Unit Price)

**ITEM NO. 14 TRAFFIC DIRECTOR, JERSEY CITY POLICE  
(OVERTIME RATE)**

150 Hours @ \$ 57.50 per Hour \$ \_\_\_\_\_

Fifty Seven Dollars and 50 Cents  
(Write Unit Price)

**TOTAL BASE BID PRICE**

\$ \_\_\_\_\_  
(In figures)

\_\_\_\_\_  
(Price in Words - Dollars and Cents)



**ITEM NO. 12    INSTALLATION OF REGULATORY / WARNING SIGN  
WITH STEEL U-POST**

1,225 S.F. @ \$ \_\_\_\_\_ per S.F.                      \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Unit Price)

**ITEM NO. 13    TRAFFIC DIRECTOR, JERSEY CITY POLICE**

225 Hours @ \$ 40.00 per Hour                      \$ \_\_\_\_\_

Forty Dollars and No Cents  
(Write Unit Price)

**ITEM NO. 14    TRAFFIC DIRECTOR, JERSEY CITY POLICE  
(OVERTIME RATE)**

25 Hours @ \$ 57.50 per Hour                      \$ \_\_\_\_\_

Fifty Seven Dollars and 50 Cents  
(Write Unit Price)

**TOTAL ALTERNATIVE "A" BID PRICE**

\$ \_\_\_\_\_

(In figures)

\_\_\_\_\_  
(Price in Words - Dollars and Cents)

**PROPOSAL (CONTINUED)**

The undersigned is \_\_\_\_\_ (an individual)  
\_\_\_\_\_ (a corporation) under the laws  
\_\_\_\_\_ (a partnership)

of the State of \_\_\_\_\_ having offices  
at \_\_\_\_\_

	Signed	_____
	Name	_____
(Type or Print)	Title	_____
	Company	_____
	Address	_____
		_____
	Phone	_____
	Fax	_____
	E-Mail	_____

(Seal if Bid is by a Corporation)

**PROPOSAL (CONTINUED)**

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the  
County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age,  
having been duly sworn according to law, upon my oath depose and say that:

I am \_\_\_\_\_ of \_\_\_\_\_, and  
Title Name of Organization  
in that capacity, I am authorized or empowered to submit this Proposal and all statements  
herein contained are true and correct.

Sworn and Subscribed to the \_\_\_\_\_  
City of Jersey City  
Signature

before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
(Stamp and Seal)

My commission expires \_\_\_\_\_



**1. CERTIFICATE OF EXPERIENCE:**

The Bidder must supply a document which will indicate his experience in performing the required work under this Project. This document shall be attached to this Proposal and along with this Certificate, shall be signed by Bidder.

The information to be included on this document shall consist of at least the following:

- (1) Name of Owner
- (2) Amount of Contract
- (3) Type of Work
- (4) Name of Owner's Engineer in Charge of Work
- (5) Address of Owner's Engineer, Street and Municipality
- (6) Approximate Dates

\_\_\_\_\_ hereby certifies that  
\_\_\_\_\_ has performed the following work as described  
on the attached sheet within the past three (3) years.

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

By \_\_\_\_\_

Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT: THIS CERTIFICATION MUST BE FILLED IN BY BIDDER.**

**2. PLANT AND EQUIPMENT QUESTIONNAIRE**

Submitted to City of Jersey City

By \_\_\_\_\_

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ an Individual

With Principal Office at \_\_\_\_\_.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

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b. Explain your plan and schedule for performing the proposed work.

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c. The work, if awarded to you, will have the personal supervision of whom?

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**2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)**

d. Do you intend to do the traffic striping on the proposed work with your own forces?  
 \_\_\_\_\_ If so, give type of equipment to be used.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e. Do you intend to sublet any portions of the work? \_\_\_\_\_ If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing & Gas Fitting and all kindred work	_____	_____
Steam and Hot Water Heating and Ventilating Apparatus, and all kindred Work	_____	_____
Electric Work	_____	_____
Structural Steel & Ornamental Iron	_____	_____

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, I, and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

## **2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)**

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed above, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. 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. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

- f. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

The information to be included on this document shall consist of at least the following:

- (a) Owner
- (b) Location
- (c) Description
- (d) Adjusted Contract Amount
- (e) Amount Completed and Billed
- (f) Additional Earned Since Last Estimate
- (g) Balance to be Completed
- (h) Estimated Date of Completion
- (i) Totals of Items, D, E, F, G and H above

- g. What equipment do you own that is available for and intended to be used on the proposed project?

The information to be included on this document shall consist of at least the following:

- (a) Quantity
- (b) Type of Equipment
- (c) Description, Size, Capacity, etc.
- (d) Condition
- (e) Years of Service
- (f) Present Location

**2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)**

h. What equipment do you intend to purchase or lease for use on the proposed work, should the Contract be awarded to you?

The information to be included on this document shall consist of at least the following:

- (a) Quantity
- (b) Type of Equipment
- (c) Description, Size, Capacity, etc.
- (d) Approximate Cost Purchase/Lease

i. Have you made contracts or received firm offers for all materials within prices used in preparing your Proposal? Do not give name of dealers or manufacturers.

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The undersigned hereby declare(s) that the items of equipment in Question g are owned by \_\_\_\_\_, and are available for and are intended to be used on the Project, if awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Question h.

If awarded the Contract, the undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, as set forth in NJSS Subsection 108.14, the Governing Body has the right to take over the leased equipment for use in completing the work.

**2. PLANT AND EQUIPMENT QUESTIONNAIRE (Continued)**

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, having been duly sworn according to law, upon my oath depose and say that:

I am \_\_\_\_\_ of \_\_\_\_\_, and that  
Title Name of Organization

the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn and Subscribed to the \_\_\_\_\_  
City of Jersey City

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2013

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
(Stamp and Seal)

My commission expires \_\_\_\_\_

**3. FINANCIAL STATEMENT**  
**(see no. 3 on page p-3)**

ASSETS

Cash on Hand..... \$ \_\_\_\_\_

Cash in Bank and  
name of said Bank..... \$ \_\_\_\_\_

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Accounts receivable from completed contracts ..... \$ \_\_\_\_\_

Real Estate used for business purposes..... \$ \_\_\_\_\_

Material in Stock..... \$ \_\_\_\_\_

Equipment Book Value..... \$ \_\_\_\_\_

Furniture and Fixtures..... \$ \_\_\_\_\_

Other Assets..... \$ \_\_\_\_\_

TOTAL ASSETS..... \$ \_\_\_\_\_

LIABILITIES

Notes payable to Bank..... \$ \_\_\_\_\_

Notes payable for Equipment  
obligations..... \$ \_\_\_\_\_

Notes payable for other  
obligations..... \$ \_\_\_\_\_

Accounts payable..... \$ \_\_\_\_\_

Other Liabilities..... \$ \_\_\_\_\_

TOTAL LIABILITIES..... \$ \_\_\_\_\_

**4. NON-COLLUSION AFFIDAVIT**

PROJECT TITLE:

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, having been duly sworn according to law, upon my oath depose and say that:

I am \_\_\_\_\_ of \_\_\_\_\_, the  
Title Organization

Bidder making the Proposal for the above named Project and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken 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 City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

\_\_\_\_\_  
(Name of Contractor)

Sworn and Subscribed to the \_\_\_\_\_  
City of Jersey City

before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
(Stamp and Seal)

My commission expires \_\_\_\_\_



**5. CORPORATION OR PARTNERSHIP STATEMENT**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School Districts contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Incorporated: \_\_\_\_\_ Partnership: \_\_\_\_\_ Date: \_\_\_\_\_, 2013

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

Business Address: Street, City, State and Zip Code  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Listed below are the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

We have no one person who owns ten percent (10%) or more of the corporate or partnership.

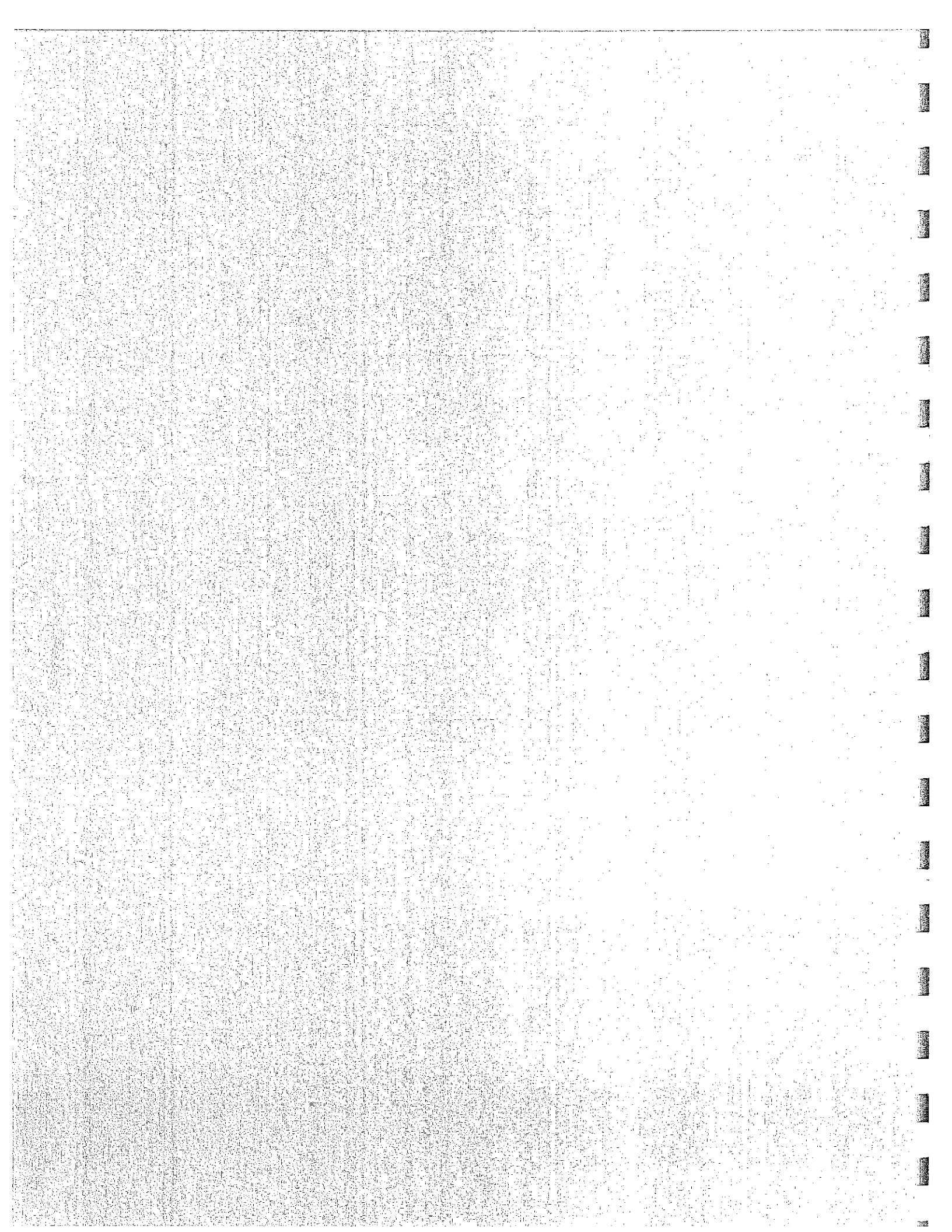
Signed: \_\_\_\_\_

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

**6. BID GUARANTEE (SEE INFORMATION TO BIDDERS ARTICLE NO. 09)**

**7. CONSENT OF SURETY (SEE INFORMATION TO BIDDERS ARTICLE NO. 10)**

EEO AFFIRMATIVE ACTION  
REQUIREMENTS



**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/  
AFFIRMATIVE ACTION (AA) REQUIREMENTS  
FOR CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA requirements for Construction  
Contracts should be directed to:

Jeana F. Abuan  
EEO/AA Officer, P.A.C.O.  
Department of Administration  
Office of EEO/AA  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. # 201-547-4533  
Fax# 201-547-5088  
E-Mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

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Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

## **I Policy**

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

## **II Purpose**

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

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**III Suggested participation level for minority and women owned subcontractors:**

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned .....20% of the total dollar amount of the contract

Woman owned .....20% of the total dollar amount of the contract

**IV Availability of information/referral lists of minority/women businesses**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contact bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may resulted in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include



1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## VII Awarding of contract

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- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

**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 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 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

## EXHIBIT B (2 of 4)

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 Dept. of LWD, Construction EEO Monitoring Program 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;

## EXHIBIT B (3 of 4)

(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.

(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.

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**EXHIBIT B (4 of 4)**

(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 website, 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 requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201  
Revised 11/71

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT Name: Address:					
3. NAME AND ADDRESS OF PRIME CONTRACTOR  (Name)  (Street Address)  (City) (State) (Zip Code)				CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				6. NAME AND ADDRESS OF PROJECT Name: Address:		7. PROJECT NUMBER		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
		MALE FEMALE		MALE FEMALE					
		I AP J AP		I AP I AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER									
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

# Sample Initial Project Workforce Report Form AA201

## Instructions

### INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION (AA201)

#### DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT

P.O. BOX 209  
TRENTON, NJ 08625-0209  
(609) 292-9550



FORM AA-202  
REVISED 11/11

**State Of New Jersey**  
Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:  
[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa2021ns.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa2021ns.pdf)

3. FID or SS Number

1. Name and address of Prime Contractor      2. Contractor ID Number      4. Reporting Period

5. Public Agency Awarding Contract      Date of Award

6. Name and Location of Project      County      7. Project ID Number

9. CONTRACTOR NAME (LIST NAME CONTRACTOR WITH THE FOLLOWING)	8. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASS- FIGATION (SEE REVISED)	11. NUMBER OF EMPLOYEES						12. TOTAL NO OF EMP	13. WORK HOURS		14. % OF WORKERS		15. CHG WORKERS		16. CHG % OF WORK			
				A	B	C	D	E	F		TOTAL HOURS	A	B	A	B	TOTL HOURS	A	B	A	B
				TOTAL	BLACK	Hispanic	AMERICAN INDIAN	ASIAN	VIETNAMESE			WH	WH	% OF WH	% OF FEMALE	WH	WH	% OF WH	% OF FEMALE	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE)

(NAME)      (SIGNATURE)      (TITLE)

(JOB CODE)      (TELEPHONE NUMBER)      (EXT)      (DATE)

# Sample Monthly Project Workforce Report Form AA202

## Instructions

### INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J-Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.  
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).  
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.  
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.  
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.  
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.  
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program  
PO Box 209  
Trenton, NJ 08625-0209  
609.292.9550

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (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. 5121 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.

Representative's Name/Title Print: \_\_\_\_\_  
Representative's Signature: \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Date: \_\_\_\_\_

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union: \_\_\_\_\_

Re: \_\_\_\_\_ Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of \_\_\_\_% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

\_\_\_\_\_

**Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : \_\_\_\_\_

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

Telephone No. : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE)

\_\_\_\_\_ Neither

**Definitions:**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : \_\_\_\_\_

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

Telephone No. : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category :

\_\_\_\_\_ Minority Owned Business (MBE)

\_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE)

\_\_\_\_\_ Neither

**Definitions:**

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action**

Project: \_\_\_\_\_ # \_\_\_\_\_

Contractor: \_\_\_\_\_ Bid Amt. \$ \_\_\_\_\_

**Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.**

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

**Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action**

CONTINUED ON NEXT PAGE

**OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY**

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action**

Project: \_\_\_\_\_ # \_\_\_\_\_

Contractor: \_\_\_\_\_ Bid Amt. \$ \_\_\_\_\_

**Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.**

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither

**Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action**

CONTINUED ON NEXT PAGE

**DIVISION OF PURCHASING COPY**



2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_

\_\_\_\_\_

Name of Contractor \_\_\_\_\_

By: Signature \_\_\_\_\_

Type or print name/title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date \_\_\_\_\_

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

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

**EQUAL EMPLOYMENT OPORTUNITY COPY**

MWBE Page 3 Project \_\_\_\_\_

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_

Name of Contractor \_\_\_\_\_

By: Signature \_\_\_\_\_

Type or print name/title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Date \_\_\_\_\_

.....

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

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

**PURCHASING COPY**



