# BURLINGTON COUNTY BRIDGE COMMISSION



SANDRA NUNES, CHAIRWOMAN JACLYN VEASY, VICE-CHAIRWOMAN BRIAN WOODS, COMMISSIONER

CONTRACT FOR MAINTENANCE OF BRIDGES, EQUIPMENT AND OTHER FACILITIES (BCBC - 202506)

# Supplementary Specifications, Bid and Contract Documents

September 2025

Pennoni Engineering Haddon Heights, NJ

## **Instructions** To Bidders

### **Supplementary Specifications**

<u>And</u>

## **Proposal Documents**

<u>For</u>

# <u>Maintenance of Bridges, Equipment and Other Facilities</u> (BCBC - 202506)

Bids Due: October 29, 2025 at 9:00 A.M.

Name Of Bidder:	
Address:	
Telephone No.:	Facsimile No.:
F-mail:	

# BURLINGTON COUNTY BRIDGE COMMISSION

SANDRA NUNES, CHAIRWOMAN JACLYN VEASY, VICE-CHAIRWOMAN BRIAN WOODS, COMMISSIONER

CONTRACT FOR MAINTENANCE OF BRIDGES, EQUIPMENT AND OTHER FACILITIES (BCBC – 202506)

Supplementary Specifications, Bid and Contract Documents

September 2025

Pennoni Engineering Haddon Heights, NJ

## **Burlington County Bridge Commission**

# Proposal And Contract Documents For Contract Titled

### Maintenance of Bridges, Equipment and Other Facilities

### (BCBC - 202506)

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# **CONTRACT SPECIFICATIONS**

### **Burlington County Bridge Commission**

# Contract Specifications For Contract Titled

# Maintenance of Bridges, Equipment and Other Facilities BCBC 202506

#### INTRODUCTION

#### Specifications To Be Used

The 2019 <u>Standard Specifications for Road and Bridge Construction</u> (U.S. Customary English Units) including all current Baseline Document Changes of The New Jersey Department of Transportation (NJDOT), hereinafter referred to as <u>Standard Specifications</u>, and amendments made to the Standard Specifications herein, shall govern the construction of this Project, the execution of the Contract, and performance under said Contract.

The attention of the Bidders is specifically directed to the provisions of such Standard Specifications, which are hereby made a part hereof, as if fully set forth at length herein.

#### **Supplementary Specifications**

In the Supplementary Specifications references are made to, and portions are taken from, the following Specifications, the latest revisions to apply. In the event that a newer edition for any specific specification is in effect at the time of the project bid, then that edition governs regardless of what is listed on this and the following page.

<u>Manual on Uniform Traffic Control Devices for Streets and Highways</u>, Federal Highway Administration, Washington, D.C., (MUTCD).

Standards of the American Society for Testing and Materials, (ASTM).

<u>Standard Specifications for Highway Bridges; Standard Specifications for Movable Highway Bridges; and Standard Specifications for Transportation Materials and Methods of Sampling and Testing; American Association of State Highway and Transportation Officials, (AASHTO).</u>

<u>Bridge Welding Code</u> – <u>AWS D1.5</u>, a joint publication of the American Association of State Highway and Transportation Officials, (AASHTO); the American Welding Society, (AWS); and the American National Standards Institute, (ANSI).

<u>Steel</u> <u>Structures</u> <u>Painting</u> <u>Manual,</u> <u>Volume</u> <u>1</u>, Good Painting Practice, Third Edition, SSPC, Pittsburgh.

Steel Structures Painting Manual, Volume 2, Systems and Specifications, Seventh Edition, SSPC, Pittsburgh.

Industrial Lead Paint Removal Handbook, 2<sup>nd</sup> Edition, SSPC/KTA-Tator, Inc.

#### **Amendments To Standard Specifications**

The following clauses represent modifications to the corresponding Subsections of the Standard Specifications, and relate exclusively to this Contract. In the event there are conflicting requirements between the Standard Specifications and these modifications, these modifications shall govern. Any applicable provision in the Standard Specifications not amended herein and not in conflict with the Supplementary Specifications shall be understood to be in full effect.

This contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Local Public Contracts Law of the State of New Jersey (N.J.S.A. 40A:11-1.1 et seq. and N.J.A.C. 5:34-1 et seq.) and the Uniform Commercial Code (UCC). The Local Public Contracts Law takes precedence whenever there are differences as stated in the Standard Specifications.

#### **END OF INTRODUCTION**

# **DIVISION 100 – GENERAL PROVISIONS**

#### **Burlington County Bridge Commission**

# Supplementary Specifications

#### For Contract Titled

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

#### **DIVISION 100 – GENERAL PROVISIONS**

#### <u>SECTION 101 – GENERAL INFORMATION</u>

#### **101.01 Introduction**

Add the following to this Subsection:

The terms State, Department, Commissioner, Engineer, RE and other officials or employees of the New Jersey Department of Transportation, as defined or referred to in the Standard Specifications, or in these Supplementary Specifications, or pronouns used in place of them, shall be construed to refer to the COMMISSION and its officers, employees and authorized representatives.

#### **101.03 Terms**

#### BIDDER Replace with the following:

The term "Bidder" means an individual, partnership, firm, corporation, or any acceptable combination thereof, acting directly or through a duly authorized representative, legally submitting a bid for the work.

#### **TESTING AGENCY** Add the following:

The firm or individual approved by the Burlington County Bridge Commission for the inspection and testing of the materials to be used on or in the project.

Add the following Terms to this Subsection:

#### COMMISSION

The Burlington County Bridge Commission, Administration Building, 1300 Route 73 North, Palmyra, New Jersey 08065.

#### CONSTRUCTION SEASON

The term "Construction Season" refers to a period of construction activities as is described in Subsection 108.10.

#### <u>DIRECTOR OF ENGINEERING</u>

Director of Engineering of the Burlington County Bridge Commission or any of its Authorized Representatives limited to the particular duties entrusted to them.

#### CONTRACTING OFFICER

Contracting Officer of the Burlington County Bridge Commission or any of his Authorized Representatives limited to the particular duties entrusted to them.

ENGINEER Modify the first paragraph to read as follows:

The term "Engineer" means the Consulting Engineer for the Burlington County Bridge Commission or their authorized representative. The Consulting Engineer currently for this Contract is:

Joe Habboush, PE 515 Grove Street, Suite 1B Hadden Heights, NJ 08035

#### EXECUTIVE DIRECTOR

Executive Director of the Burlington County Bridge Commission, or any authorized representatives limited to the particular duties entrusted to them.

#### PROCUREMENT OFFICER

Procurement Officer of the Burlington County Bridge Commission or any of its authorized representatives limited to the particular duties entrusted to them.

#### PURCHASING AGENT

Purchasing Agent of the Burlington County Bridge Commission or any of its authorized representatives limited to the particular duties entrusted to them.

#### 101.04 Inquiries Regarding the Project

Add the following to this Subsection and delete all conflicting provisions:

Submit inquiries regarding the project in writing to the Director of Projects & Engineering for the Burlington County Bridge Commission.

Burlington County Bridge Commission Attention: Michael Ott, Director of Projects & Engineering P.O. Box 6 1325 Route 73

Palmyra, New Jersey 08065

Phone Number: (856) 829-1900, Extension 1300

Fax Number: (856) 829-5205

E-Mail Address: mott@bcbridges.org

A copy of all correspondence related to any inquiry which is addressed to Michael Ott, Director of Projects & Engineering shall also be sent to the Engineer. The Engineer for this contract is:

Pennoni

Attention: Joe Habboush, PE 515 Grove Street, Suite 1B Hadden Heights, NJ 08035 Phone Number: (215) 254-7873

E-Mail Address: <a href="mailto:ehabboush@pennoni.com">ehabboush@pennoni.com</a>

All inquiries are to be made in writing and must be submitted no later than ten (10) business days, not including holidays or weekends, prior to the bid opening which would be October 14, 2025. Any inquiries received after that date shall not be responded to. All responses to the inquiries within the specific time period shall be shared with all obtainers of the Bid Documents. The responses shall either be in the form of an Addendum or a Clarification.

If any prospective Bidder on the proposed contract is in doubt as to the true meaning of any part of the Contract Drawings, Supplementary Specifications or other Contract Documents, he may submit a written request for an interpretation thereof to the e-mail address, fax number listed above or by certified mail. In conformance with Subsection 102.03 Revisions Before Submitting a Bid, each Bidder must acknowledge receipt of all Addenda. If the Acknowledgement is not received prior to or at the bid opening, any Bidder failing to acknowledge shall have their bid automatically rejected.

#### **END OF SECTION 101**

#### SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

#### 102.01 Qualification to Bid

Modify this Subsection as follows:

To 1. add the following and delete all conflicting provisions:

Bidders shall be qualified under NJDOT work type classification, 4. Bridge or 5. Heavy Highway.

Bids will be accepted only from those Contractors when in the judgment of the Commission, have presented sufficient evidence that the Bidder is qualified to perform the required work.

All Subcontractors shall also be qualified under the appropriate NJDOT work type classification.

Delete 2. In its entirety without replacement

Add the following:

Bidders must complete and submit the Responsible Contractor Certification form bound with the Contract Documents.

Add the following at the end of this Subsection:

As of February 20, 2020, any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in the state. This law applies to the construction of buildings, roads and bridges at the expense of the public. See Public Law 2019, c. 406, codified at **N.J.S.A. 52:32-44.1**.

Prior to awarding any contract for public work, a person must provide written certification to the contracting agency that neither the person nor the person's affiliates are debarred at the federal level from contracting with a federal government agency. The contracting agency shall not make, negotiate, or award a contract for public work to any person that does not provide such written certification as required by this subsection. The contracting agency shall verify the certification by consulting the federal System for Award Management, or its successor, prior to awarding a contract for public work.

Bidders are reminded of the requirements in <u>N.J.S.A.</u> 19:44-20.27: "Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline."

#### 102.02 Bidder Registration and Downloading of the Proposal Documents

Delete this Subsection in its entirety and substitute with the following:

Bid packages include the Contract Drawings, Supplementary Specifications, Proposal Forms, and Contract Documents for the work are available at no cost electronically on the Commission's website www.bcbridges.org. From the home page, click on Purchasing and then Purchasing Portal. At the bottom of the screen, the project is listed in the Bids, RFPs, RFQs table. First time users are required to register to view any documents other than the Advertisement. Those already registered are to log on with their Username and Password. Any questions regarding the registration process are to be directed to <a href="mailto:helpdesk@bcbridges.org">helpdesk@bcbridges.org</a>. Print format of the bid package, pursuant to the New Jersey Open Public Records Act established rates, is available at the Engineering Office at the Burlington County Bridge Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey 08065.

#### 102.03 Revisions Before Submitting a Bid

Delete this Subsection in its entirety and substitute the following:

If any revisions or addenda are required to be issued, all prospective Bidders of record will be notified in accordance with **N.J.S.A. 40A:11-23** et seq. Bidders shall be notified by certified mail, certified facsimile transmission or by next day delivery service. Each Bidder must acknowledge receipt of revisions or addenda prior to or at the time of the bid opening. **The failure to submit the acknowledgement shall be deemed a fatal defect that shall render the bid proposal unresponsive.** 

#### 102.04 Examination of Contract and Project Limits

Delete this Subsection in its entirety and substitute with the following:

Before submitting the proposal, it shall be the Bidder's responsibility to determine that the complete set of the project's Supplementary Specification, Bid and Contract Documents and Contract Drawings where applicable have been received.

Design plans for the existing bridge construction are on file in the Office of the Engineer.

Prints of necessary existing plans will be furnished to the successful Bidder as may be required. The Commission assumes no responsibility for the completeness of these plans or for the accuracy of dimensions which may be shown on these plans. The Contractor shall verify the dimensions of the existing structure as they may affect the work of this Contract.

Before submitting a bid, each Bidder shall be required to adequately visit the site of the work at any time during the bidding period in order to fully ascertain the condition of the structure, possible means of access to and egress from different portions of the structure, and to gather other information relative to the proposed work. The Bidder should contact Michael Ott, Director of Projects & Engineering for the Commission at 856-829-1900 Ext. 1300 to make the necessary arrangements. In the event the Bidder's site examination reveals that the site conditions are inconsistent with the Contract Documents, the Bidder shall immediately notify the Engineer.

Each Bidder shall execute a sworn Inspection Affidavit, bound with the Contract Documents, to affirm that the Bidder has inspected the project sites and related structures. Failure to submit such Affidavit with the Bid shall result in rejection of the Proposal.

#### 102.07 Preparation of the Bid

Delete this Subsection in its entirety without replacement

#### **102.09** Bid Bond

Delete the second paragraph of this Subsection in its entirety and substitute the following:

The Proposal, when submitted, shall be accompanied by a certified check or cashier's check payable to the order of the Burlington County Bridge Commission, or by a Bid Bond from a surety company licensed to conduct business in the State of New Jersey, in the form bound with these Supplementary Specifications. The amount shall be the lesser of ten percent (10%) of the total Bid Price or \$20,000. The failure to submit the Bid Bond shall be deemed a fatal defect that shall render the bid proposal unresponsive.

#### **102.10 Submission of Bids**

Delete this Subsection in its entirety and substitute with the following:

Sealed bids shall be received by the Burlington County Bridge Commission until 9:00 A.M. on October 29, 2025, at which time said bids shall be publicly opened and read aloud in the Engineering Office of the Burlington County Bridge Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey 08065.

Bids shall be enclosed in a sealed envelope addressed to the Engineering Office of the Burlington County Bridge Commission, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey, 08065-1090, with the FRONT of envelope plainly marked with name and address of Bidder and "Contract For Maintenance of Bridges, Equipment and Other Facilities BCBC – 202506." One (1) copy of the bid forms properly signed is required to be submitted. Official bid forms are enclosed and MUST BE USED when submitting the proposal. Enclosed in the sealed envelope with the Proposal and Schedule of Bid Prices should be the following:

- (1) The Bid Bond\* as described in Subsection 102.09 on the attached form,
- (2) A completed Consent of Surety\* on the attached form,
- (3) A completed Inspection Affidavit on the attached form,
- (4) A Non-Collusion Affidavit on the attached form,
- (5) A completed Hold Harmless/Indemnification Agreement on the attached form,
- (6) A completed Affirmative Action Questionnaire on the attached form,
- (7) A completed Ownership Disclosure\* on the attached form,
- (8) A completed Responsible Contractor Certification on the attached form,
- (9) Prequalification documents including Bid Questionnaire on the attached form, financial statements, experience profile, etc., or the New Jersey State Prequalification letter indicating the category and size of projects for which the Bidder is qualified,
- (10) Copy of Public Works Contractor Registration Certificate as required by **N.J.S.A. 34.11-56.48** et seq, Contractors must be registered to submit a bid. The certificate may be included with the bid but is not required to accompany the bid. The certificate must be supplied prior to award of the contract,
- (11) N.J. Business Registration Certificate as required by P.L. 2004, c. 57 **N.J.S.A. 52:32-44**. (or may be submitted prior to the issuance of the Notice of Award),
- (12) A completed Disclosure of Investment Activities in Iran on the attached form, This disclosure may be included with the bid, but is not required to accompany the bid. The disclosure must be supplied prior to award of the contract,
- (13) Certification of Non-Involvement in Prohibited Activities in Russia or Belarus on the attached form, This disclosure may be included with the bid but is not required to accompany the bid. The disclosure must be supplied prior to the award of the contract,
- (14) A completed Certification of Non-Debarment for Federal Government Contracts on the attached form. This disclosure may be included with the bid but is not required to accompany the bid. The disclosure must be supplied prior to the award of the contract
- (15) If applicable, the Addendum(s) Acknowledgement Page(s)\*

#### \*The failure to submit these documents shall be deemed a fatal defect that shall render the bid proposal unresponsive.

Bidders are reminded of Subsection 102.08 Balanced Bids of the Standard Specifications which states "the Bidder shall reflect in the bid price for each Item the cost the Bidder anticipates incurring for the performance of that Item, together with a proportional share of the Bidder's anticipated profit, overhead, and costs to perform work for which no Item is provided."

By submitting a Proposal, the Bidder covenants and agrees that the Bidder has investigated the site and is aware of the conditions to be met, that the Bidder fully understands the obligations and that the Bidder will not make any claim for, or have right to cancellation or relief, without penalty of the Contract, because of any misunderstanding or lack of information.

#### 102.11 Withdrawal of Bids

Delete this Subsection in its entirety and substitute the following:

Withdrawal of bids shall be permitted in accordance with **N.J.S.A. 40A:11-23.3**.

#### 102.13 Consideration of Bids

Add the following to this Subsection after the first paragraph:

The Commission shall "correct" certain types of clerical errors in the submitted bids. For example, if the quantity needed or the standard unit of measurement used, times the unit price, is incorrectly calculated in reaching a total or final price, the Commission shall correct the computational mistake.

#### 102.14 Irregular Bids

Add the following to this Subsection after the first paragraph:

The Commission reserves the right to waive minor immaterial defects or informalities in any bid or to reject all bids not in accord with the Advertisement or Specifications, or for any other irregularities, or if the price for the work is excessively above the estimated cost, in accordance with applicable law. The Contract will be awarded to the lowest responsible Bidder.

#### 102.17 Pre-Bid Meeting

(New Subsection Added)

The Burlington County Bridge Commission will hold a pre-bid meeting concerning this contract, titled, Maintenance of Bridges, Equipment and Other Facilities

The meeting will be held at the Office of the Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey at 9:00 A.M. on October 8, 2025. While not mandatory, attendance at the meeting is encouraged.

#### 102.18 Consent of Surety

(New Subsection Added)

As required by <u>N.J.S.A.</u> 40A:11-22, a Consent of Surety <u>must be submitted</u> with each bid. The surety company bonds, Performance and Payment Bonds, along with the Surety Disclosure Statement and Certification shall meet the requirements specified in Subsection 151.03 Performance Bond and Payment Bond of these Supplementary Specifications.

The Consent of Surety <u>must</u> <u>be</u> <u>submitted</u> to the Commission on the form located on page CS-1 of these Supplementary Specifications. Failure to submit this form constitutes a material deviation from the Contract Specifications and shall cause the bid to be rejected. A Power of Attorney appointing the person signing the Form on page CS-1 as Attorney-in-Fact must be attached to the Form on page CS-1 and submitted with the bid.

The Consent of Surety must be valid for a period of no less than ninety (90) days from the date of the bid opening.

The Consent of Surety must be an original with a raised seal.

The surety company providing the Consent of Surety and the Performance and Payment Bonds must be authorized to conduct such business in the State of New Jersey, pursuant to applicable law.

The failure to submit Consent of Surety shall be deemed a fatal defect that shall render the bid proposal unresponsive.

#### 102.19 Selective Bidding

(New Subsection Added)

A Bidder shall not submit a proposal with bid prices for only some of the pay items of the proposal. Such bids shall be considered to be incomplete and shall cause the bid to be rejected.

The entry of a zero for a pay item is not permitted.

### END OF SECTION 102

#### SECTION 103 - AWARD AND EXECUTION OF CONTRACT

#### 103.01 Award of Contract

Modify this Subsection as follows and delete all conflicting provisions:

The Commission shall make no Conditional awards.

This Contract and Award are subject to availability and appropriation of adequate funds.

Delete the third sentence of the first paragraph ("The Department will award...") and substitute the following:

The Commission will award the Contract or reject the bids within sixty (60) calendar days after the bids are received subject to extensions in accordance with N.J.S.A. 40A:11-24

In the sixth sentence of the first paragraph, change "30 state business days" to "60 calendar days".

#### 103.02 Cancellation of Award

Delete all references and provisions related to the conditional award.

#### 103.03 Release of Bid Bond

Delete this Subsection in its entirety and substitute with the following:

All Bid Bonds/Guarantees except those of the three (3) lowest Bidders will be returned within ten (10) calendar days after opening of bids.

#### 103.04 Execution of the Contract

Delete this Subsection in its entirety and substitute with the following:

The Contract shall be signed by the successful Bidder and returned to the Commission within ten (10) calendar days of the date of Award of the Contract together with:

- (1) The Performance Bond:
- (2) The Payment Bond;
- (3) All required Certificates of Insurance and certified copies of insurance policies with declaration pages, amendments and endorsements in a form satisfactory to the Commission:
- (4) The Surety Disclosure Statement and Certification;
- (5) Initial Project Workforce Report Construction (AA-201) and;
- (6) Employee Information Report (AA-302).

If the Contract is not executed by the Commission within sixty-five (65) calendar days following receipt from the successful Bidder of the signed Contract and other required documents, the successful Bidder shall have the right to withdraw their Bid without penalty. The Contract shall not be considered as effective until it has been fully executed.

#### **END OF SECTION 103**

#### <u>SECTION 104 – SCOPE OF WORK</u>

#### <u>104.01</u> Intent

Add the following to this Subsection after the second paragraph:

The work to be performed under the Contract includes the repair detailed on the repair construction plans titled Maintenance of Bridges, Equipment, and Other Facilities BCBC-202506 and for the contractor to perform additional emergency and conventional maintenance including underwater repairs on the bridges, equipment (excluding vehicles and small portable equipment) and other facilities owned and/or operated by the Commission.

A partial listing of Commission bridges and other facilities is as follows:

- 1. Tacony-Palmyra Bridge over the Delaware River
- 2. Burlington-Bristol Bridge over the Delaware River
- 3. Riverside-Delanco Bridge over the Rancocas Creek
- 4. Approximately seven (7) miles of County Route 543 which includes the following listed four (4) minor bridges:
  - A. County Route 543 over Route 73
  - B. County Route 543 over Pennsauken Creek
  - C. County Route 543 over Swede Run
  - D. County Route 543 over Twin Pipe Culvert
- 5. Several Buildings including the following:
  - A. Administration Building at the Tacony-Palmyra Bridge
  - B. Main Maintenance Building at the Tacony-Palmyra Bridge
  - C. Police and Operations Building at the Tacony-Palmyra Bridge
  - D. Toll Building at the Tacony-Palmyra Bridge
  - E. Administration, Toll and Police Building at the Burlington-Bristol Bridge
  - F. Maintenance Building at the Burlington-Bristol Bridge
  - G. Other Buildings and Structures developed during the duration of this Contract.
- 6. Palmyra Cove Nature Park

The emergency and conventional maintenance work includes the furnishing of labor, tools, equipment and materials for maintaining, repairing, removing, fabricating and erecting machinery; structural steel members and components; for underwater repairs; for temporary and permanent concrete pavement and other concrete repairs and for performing touch up maintenance painting on the referenced bridges, major equipment and other facilities owned and/or operated by the Commission. The Contractor shall have available on four (4) hours notice, twenty-four (24) hours daily during any day of the year, with any of the materials, tools, equipment and personnel necessary to perform the work.

In accordance with Subsection 102.01 Qualification to Bid, the main work tasks associated with NJDOT work type classification 4. Bridge or 5. Heavy Highway

Omission of details of work from the contract which are necessary to carry out the intent of the contract, or which are customarily performed, shall not relieve the Contractor from performing the omitted work and shall be performed as if fully and correctly set forth and described in the contract. The Contract bid prices (Unit and/or Lump Sum) shall be full payment for all work and materials required to complete the work.

The Contractor shall include all costs of doing the work within the bid prices (Unit and/or Lump Sum). If the Contract Drawings, Contract Specifications, addenda, or any other part of the Contract requires work that has no Unit and/or Lump Sum price in the proposal form, the cost of such work shall be incidental and included within the bid prices (Unit and/or Lump Sum) in the Contract unless specified otherwise by the Engineer.

#### 104.02 Value Engineering

Delete this Subsection in its entirety without replacement.

#### 104.03 Changes To The Contract

#### 104.03.02 Protests to Change Orders

Add the following at the end of this Subsection:

By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order including directions, instructions, interpretations and determinations.

By failing to follow the procedures of this section and Subsection 107.04 New Jersey Contractual Liability Act, the Contractor completely waives any claims for protested work.

#### <u>104.03.03 Types of Changes</u>

Add to the end of the first paragraph of Item 1:

Quantity Increases and Decreases, the following and delete provisions applicable if pay quantity varies by more than twenty-five percent (25%) from the Proposal quantity.

It is agreed and understood that the Quantities of any items of work shown on the bid form are subject to increase, decrease or deletion during the progress of the work. The Engineer reserves the rights to increase, decrease or delete Quantities during the progress of the said work to satisfactorily complete the construction. Such increase, decrease or deletion of Quantities shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof.

The Bid Prices for this Contract which are to be paid for at the Lump Sum price, and those items which will not be measured but will be paid for at the quantity in the proposal, for the various items of work on the bridge shall cover the cost of all work, labor, material, tools, plant and appurtenances of every description necessary to complete the entire work as specified, removal of all debris, temporary work and appurtenances, and providing access to the work areas.

#### **104.03.08 Force Account**

Subpart 8. Profit

Delete 2. without replacement.

Subpart 9. Overhead

Delete 2. without replacement.

Add the following to the end of this subsection:

Overhead costs will not be allowed for force account payments made pursuant to a Change Order not granting an extension of Contract Time but specific extraordinary overhead expenses as defined in the Subsection may be allowed.

#### END OF SECTION 104

#### SECTION 105 - CONTROL OF WORK

#### 105.01 Authority Of The Department

#### 105.01.01 RE

Add the following at the end of this Subsection:

The RE's decision shall be final on the questions on acceptance of working drawings and determination as to the existence of changed or differing site conditions.

#### 105.04 Plans and Specifications

Add the following at the end of this Subsection:

The Contractor shall field verify all the dimensions and data provided by the Engineer. The elevations in the Contract Drawings are for reference purposes only and are from the record original design drawings of the Bridge. No stakes or marks, other than the existing ones shall be considered as included in the payment for the pay items to which the work relates, and no additional compensation will be allowed.

The 2019 Standard Specifications for Road and Bridge Construction (U.S. Customary English Units) including all current Baseline Document Changes of The New Jersey Department of Transportation (NJDOT), hereinafter referred to as Standard Specifications, and amendments made to the Standard Specifications herein, shall govern the construction of this project, the execution of the Contract, and performance under said Contract.

Bid packages including the Contract Drawings, Supplementary Specifications, Proposal Forms, and Contract Documents for the work are available at no cost electronically on the Commission's website www.bcbridges.org. From the home page, click on Purchasing and then Purchasing Portal. At the bottom of the screen, the project is listed in the Bids, RFPs, RFQs table. First time users are required to register to view any documents other than the Advertisement. Those already registered are to log on with their Username and Password. Any questions regarding the registration process are to be directed to <a href="mailto:helpdesk@bcbridges.org">helpdesk@bcbridges.org</a>. Print format of the bid package, pursuant to the New Jersey Open Public Records Act established rates, is available at the Engineering Office of the Burlington County Bridge Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey 08065.

After award of the Contract, five (5) additional copies of the Contract Drawings (two full size and three half size) will be furnished without charge to the successful Bidder upon request.

The 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction is not available from the Commission, but may be downloaded from the New Jersey Department of Transportation's website as listed below:

#### https://www.state.nj.us/transportation/eng/specs/2019/Division.shtml

The Standard Specifications are available only in electronic format on the Department of Transportation's website.

#### 105.05 Working Drawings

Add the following to the end of this Subsection and delete conflicting provisions:

- 1. The Contractor shall provide Working Drawings (Shop Drawings) for all items of work.
- 2. Working Drawings shall be submitted electronically in PDF format for review.
- Working Drawings shall be fully detailed and dimensioned, shall show the location and orientation of components and shall be drafted conventionally as per standard drafting practice. Detail views shall be titled, and a scale shall be given. Working Drawings shall be drawn to a sufficiently large scale to clearly show all details of the work.
- 4. Working Drawing categories shall be Certified or Approved as listed in Table 105.05 1.
- 5. The Engineer shall review and then stamp the drawings as CERTIFIED, CERTIFIED AS NOTED or REVISE AND RESUBMIT for Certified Working Drawings and APPROVED or REVISE AND RESUBMIT for Approved Working Drawings. No structure number will be used and they will be identified by name only as designated by the Engineer.
- 6. Working Drawings should show details of all structures, locations and design of all structures and a summary of items appearing on the proposal. Working Drawings shall also state, when applicable, that all dimensions are field verified.
- Omissions from the Contract Drawings or Specifications of details for work which are manifestly necessary to carry out the intent of the Contract Documents, or which are customarily included, shall not relieve the Contractor from including such omitted details of the work but they shall be included as if fully and correctly set forth and described.
- 8. Shop Drawings or Working Drawings shall be 22 inches by 34 inches in size. The Contractor shall review, comply, sign and submit all drawings with reasonable promptness and in orderly sequence so as to cause no delay in his work or in any work being performed by others.
- 9. At the time of the submission, the Contractor shall inform the Engineer in writing of any deviation in the Working Drawings from the requirements of the Contract Documents.

- 10. The Contractor shall bear all risks and all costs of any work delays caused by non-acceptance of these drawings.
- 11. For all submittals of revised Working Drawings, the Contractor shall submit a resolution sheet which includes the Engineer's previous review comments with the action taken for each of the review comments.
- 12. The Contractor shall keep a set of current Contract Drawings and Working Drawings available on the work site at all times.
- 13. All costs for providing the Working Drawings, including subsequent revisions until accepted by the Engineer, shall be included in the price bid for its respective pay item.

#### 105.06 Cooperation with Others

Add the following to the end of this Subsection:

The Contractor is advised of other Commission Contracts for work on or adjacent to the project site which may be in progress during the term of this Contract. A listing of these Contracts is available from the Engineer upon request. The Contractor shall determine by his own means and to his own satisfaction, what effect, if any, the work of other Contractors performing the above-described or other Commission Contracts may have on his performance of this Contract.

#### 105.07 Cooperation With Utilities

#### 105.07.01 Working in the Vicinity of Utilities

Add the following to the end of Section A. in this Subsection:

The Contractor shall contact the utility company to determine the schedule and the time required for the utility company to perform the work if applicable.

#### 105.08 Environmental Protection

#### Add the following at the end of the Subsection:

#### 5. Falcons

The Contractor is made aware that falcons partially reside at the Burlington-Bristol Bridge and the Tacony-Palmyra Bridge. Specifically, there are existing nesting boxes located on the upper level of the New Jersey and Pennsylvania Towers at the Burlington-Bristol Bridge and there is an existing nesting box located on the Arch Span upstream top chord at the Tacony-Palmyra Bridge. The Contractor is to take all precautions not to disturb the falcons especially during their nesting season. Furthermore, the Contractor is to comply with all applicable Federal, State and Local regulations as related to falcons.

Based upon information provided by the New Jersey DEP Division of Fish and Wildlife, construction activities within close proximity to the nesting boxes are restricted during the typical March 15 through August 1 falcon nesting season.

#### 6. Anadromous Fish (Shad and Sturgeon)

The Contractor is made aware that the Delaware River and its tributaries including the Rancocas and Pennsauken Creeks are confirmed spawning ground for shad and sturgeon. The Contractor is to comply with all applicable Federal, State and Local regulations as related to in water work and anadromous fish. Restricted time periods, pursuant to <u>N.J.A.C.</u>7:7A-5.7 and <u>N.J.A.C.</u>7:13-11.5, are from March 1 through June 30 and September 1 through November 30.

#### 105.11 As-Built Drawings

(New Subsection Added)

- Within the thirty (30) days following Substantial Completion of the Contract in accordance with Subsection 108.19 Completion and Acceptance, fully detailed and dimensioned red-line As-Built Drawings of the Work including the original Contract Drawings and all Shop/Working Drawings prepared by the Contractor during the project shall be submitted by the Contractor, then reviewed and accepted by the Engineer. As-Built Drawings shall clearly show all of the elements, members and connections and shall show plan and elevation views and sectional and detail views.
- The Contractor shall submit to the Engineer electronic AutoCAD or MicroStation compatible files for all Shop/Working Drawings which were submitted during the project.
- The Commission assigned construction management/inspection Engineer shall be responsible for the preparation of the As-Built Drawings AutoCAD or MicroStation compatible, and PDF electronic files based upon the Contractor's red-line drawing submittals.
- 4. Accurate field measurements shall be made during the progress of the work and after completion of the work for the purpose of preparing the red-line As-Built Drawings. On a monthly basis, the Contractor shall submit to the Engineer preliminary red-line As-Built Drawings documenting any changes made while the field work is being performed.
- 5. As-Built Drawings shall be 22 by 34 inches in size.
- 6. Upon request of the Contractor, the Engineer shall provide the electronic MicroStation files of the Contract Drawings for use as the red-line base drawings for a portion of the As-Built Drawings. All necessary changes to the Contract Drawings shall be made by the Contractor to reflect the as-built conditions.
- 7. Material specification designations shall be given on the As-Built Drawings.

- 8. Each Shop/Working As-Built Drawing shall be provided with a title block in the lower right hand corner, and shall contain the full name of the Commission, the name of the bridge, the project title, the name of the Contractor, the name of the Design Engineer, the name of the fabricator, vendor or supplier, date prepared, name of person or firm who prepared the drawing, scale or scales and a sheet number. The As-Built Drawings for the original Contract Drawings may retain the original title block with the inclusion of the Contractor's name.
- 9. Each final As-Built Drawing shall contain the following statement which shall be signed and dated by the Contractor. "This As-Built Drawing accurately reflects all portions of the work as actually constructed." The format of the required statement is as follows:

This As-Built Drawing accurately reflects all portions of the work as actually constructed.
Contractor:
(authorized signature)
(authorized signature)
It was prepared in CAD format by the Commission's Construction Inspection Engineering Consultant:
based upon the Contractor's submitted red-line drawing submittal(s).

- 10. The red-line As-Built Drawings shall be submitted to the Engineer for review. The Engineer's review comments shall be incorporated on the drawings. The As-Built Drawings shall be submitted, revised and resubmitted as many times as may be necessary until the Engineer is satisfied that the As-Built Drawings accurately reflect the work as actually constructed.
- 11. The Engineer shall provide the Contractor an electronic copy of the final As-Built Drawings.
- 12. Notwithstanding any other provision of the Contract Documents, payments which may become due the Contractor after thirty (30) days following Substantial Completion of the Contract will not be made unless and until the red-line As-Built Drawings have been submitted by the Contractor then reviewed and accepted by the Engineer.

No separate payment shall be made under Item 105 for working drawings, submittals, and as-builts associated with Lump Sum Task-specific Items specified in these Supplementary Special Provisions. Payment for requirements of this section for Lump Sum Task-specific Items shall be included in amount bid for respective Lump Sum Task-specific Items.

For tasks on which payment is made under Section 523, a lump sum price for working drawings, submittals, and as-builts shall be submitted for review and approval by the Engineer in conjunction with detailed budgetary estimate per Section 523.02. Payment for approved prices will be applied against Section 105 Pay Item as applicable. The dollar amount listed on the Schedule of Bid Prices under this Item is an estimated dollar amount.

Pay Item No. Description Unit Working Drawings, 1.105 Dollar Submittals. As-builts

END OF SECTION 105

## SECTION 106 - CONTROL OF MATERIAL

### 106.05 Materials Inspections, Tests, and Samples

Add the following to the end of this Subsection and delete conflicting provisions:

When requested, the Contractor shall deliver representative samples to the Engineer, without charge for testing before use. The samples will be of sufficient quantity and will be delivered within reasonable time prior to use for testing.

**END OF SECTION 106** 

### **SECTION 107 - LEGAL RELATIONS**

### 107.01 Legal Jurisdiction

### <u>107.01.01</u> Applicable Law

Add the following to this Subsection after the first paragraph:

Litigation, if any, brought against the Burlington County Bridge Commission, the members thereof and their successors, all officers, agents, consultants and employees of the Commission and the Engineer, Pennoni and their officers, consultants and employees, shall only be instituted in the Superior Court of New Jersey, Burlington County vicinage.

Any litigation over the Contract must comply with the procedural requirements of **N.J.S.A. 40A:11-50**, and following the completion of a mediation process.

The Contractor is to comply with all requirements listed in Burlington County Resolution No. 10 which was adopted on January 13, 2010. This Resolution shall be available upon request. Furthermore, the modified Responsible Contractor Certification form bound with these Specifications shall be included with the submitted bid.

Amend the sixth line as follows:

"Defend and indemnify the Commission, the Engineer and their employees, officials, agents, consultants and its..."

### 107.01.02 Permits, Licenses, and Approvals

Add the following at the end of this Subsection:

Pursuant to <u>N.J.S.A.</u> **54:49-4.1**, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### 107.02 Equal Employment Opportunity

Delete this Subsection in its entirety and substitute with the following:

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 the 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 good faith procedures prescribed by the following provisions A, B, and C as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying"

members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) 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 (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:
  - (1) To notify the Public Agency Compliance Officer, the Dept. of LWD, Construction EEO Monitoring Program and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers, in a given trade on the construction site, layoffs shall be conducted in compliance with the equal 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 complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but not 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) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with **N.J.A.C.** 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 it 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 N.J.A.C. 17:27-1.1 et seq.

# <u>107.03</u> <u>Affirmative Action, Disadvantaged Business Enterprises, or Emerging Small Business Enterprises, and Small Business Enterprises</u>

Supplement with the following at the end of this Subsection:

For the purpose of this Specification, the following terms shall have the described meanings:

"Affirmative Action" indicates that procedures are established for hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

The Contractor shall be bound by the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq. The Contractor and Subcontractors must register with the Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A 34:11-56.48 et seq. The Contractor shall provide proof of registration as specified in Subsection 102.10, Submission of Bids. Any non-listed Contractor must be registered with the Department of Labor prior to physically starting work.

Award will not be made to a Contractor listed by the Commissioner of Labor and Industry as specified in <u>N.J.S.A.</u> 34:11-56.37 and <u>N.J.S.A.</u> 34:11-56.38. Attention is directed to the Contract for wage determinations by the said Commissioner. The Contractor shall file statements in order to meet the requirements of <u>N.J.S.A.</u> 34:11-

56.33 of the "New Jersey Prevailing Wage Act," N.J.S.A. 34:11-56.25 et seq. and also N.J.S.A. 34:11-56.25 through N.J.S.A. 34:11-56.46 inclusive.

The Wage Rates to be paid under this Contract are those to be determined by the Office of Wage and Hour Compliance - Division of Workplace Standards, New Jersey Department of Labor and in effect during the duration of this Contract. Contractors must register and submit payroll on the Department of Labor and Workforce Development's portal at: https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml.

Certified payroll records shall be submitted by the contractor or subcontractor(s) to the Commission, and to the New Jersey Department of Labor and Workforce Development through the secure process on the Department's Internet website, each payroll period within 10 days of the date on which the wages were paid to a worker. The contractor or subcontractor shall use the Department's website to submit to the Department the records required to be maintained by law.

Contractors are required to provide certified payroll records to both the Department, through online submission, and to the Commission. Online certified payroll record submission to the Department does not relieve the contractor of the requirement to submit certified payroll records to the Commission. The Commission and the Department shall be entitled to original, unredacted certified payroll submissions.

In the event it is found that any workman, employed by the Contractor or any Subcontractor covered by this Contract, has been paid a rate of wages less than the prevailing wage required to be paid by this Contract, the Commission 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 the sureties will be liable to the Commission for any excess costs occasioned thereby.

The Contractor's "Affirmative Action" program shall include, as a minimum, the procedures specified in the State's program for equal employment opportunity and shall include additional procedure' which Federal and State Laws and Regulations may require in the future. Certification as to the adoption and maintenance of the required program shall be contained in the Affirmative Action Affidavit which must be properly executed as part of the Proposal delivery requirements.

### 107.07 Assignment

Add the following at the end of this Subsection:

The Contractor shall not transfer, convey, sublet or otherwise dispose of the Contract or its rights, title or interest therein or any part thereof.

### 107.11 Risks Assumed by the Contractor

### 107.11.01 Risks

Add the following after 4. of this Subsection:

**5.** Risks of Claims Related to the Contractor's Safety and Health Program. The Contractor shall bear the risk of any action from or alleged from the Contractor's Safety and Health Program.

The Contractor is solely responsible for construction means, methods and procedures and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### 107.12 The Contractual Claim Resolution Process

Delete this Subsection in its entirety and substitute the following:

The various notice provisions set forth in this Contract are contractual obligations assumed by the Contractor in executing the Contract.

Submission of the written notice acceptable to the Engineer constitutes compliance with the notice requirements of the New Jersey Local Public Contracts Law, **N.J.S.A. 40A:11-1 et seq.,** if such notices are given within the time limits established by this Act. Any other document sent or delivered to the Commission or the Engineer or any of its officers and employees shall not be considered as evidence of compliance with this Act.

The Contractor understands that it will be forever barred from recovering against the Commission if it fails to give notice of any act, or failure to act, by the Engineer or the happening of any event, thing, or occurrence, in accordance with **N.J.S.A.** 40A:11-1 et seq.

Prior to prosecuting the said disputed work, the Contractor must give a signed written notice of protest to the Engineer.

As a minimum, the following information must be included in a written statement:

- 1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim.
- 2. The nature and circumstances which caused the protest.

- 3. The Contract provisions that relate to the matter giving rise to the claim.
- 4. If an extension of Contract time is sought, the specific dates, exact amount sought and the basis of the claim.
- 5. The estimated dollar cost, if any, of the protested work and how the estimate was determined.
- 6. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- 7. If the protest is continuing, the information required above, shall be supplemented as requested by the Engineer. In addition, the Contractor shall provide the Engineer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records needed for evaluating the protest.

The Engineer will evaluate all protests, provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will recommend to the Commission payment for work or time by an equitable adjustment. Extensions of time will be evaluated in accordance with Subsection 108.11 Extensions and Reductions of Contract Time. The Commission will exercise its option to accept or overrule the Engineer's recommendation. The decision of the Commission shall prevail. No adjustment will be made for an invalid protest.

In spite of any protest, the Contractor shall proceed promptly with the work as the Engineer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section shall be considered as the full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays, related to any work either covered or affected by the change.

By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations and determinations).

By failing to follow the procedures of this Section and Subsection 108.21 Warranties, the Contractor completely waives any claims for protested work.

### 107.13 Litigation of Claims by the Contractor

Delete this Subsection in its entirety and substitute the following:

The various notice provisions set forth in this Contract are contractual obligations assumed by the Contractor in executing the Contract.

Submission of the written notice acceptable to the Engineer constitutes compliance with the notice requirements of the New Jersey Local Public Contracts Law, **N.J.S.A. 40A:11-1 et seq.**, if such notices are given within the time limits established by this Act. Any other document sent or delivered to the Commission or the Engineer or any of its officers and employees shall not be considered as evidence of compliance with this Act.

The Contractor understands that it will be forever barred from recovering against the Commission if it fails to give notice of any act, or failure to act, by the Engineer or the happening of any event, thing or occurrence, in accordance with **N.J.S.A.** 40A:11-1 et seq.

Prior to prosecuting the said disputed work, the Contractor must give a signed written notice of protest to the Engineer.

As a minimum, the following information must be included in a written statement:

- 1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim.
- 2. The nature and circumstances which caused the protest.
- 3. The Contract provisions that relate to the matter giving rise to the claim.
- 4. If an extension of Contract time is sought, the specific dates, exact amount sought and the basis of the claim.
- 5. The estimated dollar cost, if any, of the protested work and how the estimate was determined.
- 6. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- 7. If the protest is continuing, the information required above shall be supplemented as requested by the Engineer. In addition, the Contractor shall provide the Engineer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records needed for evaluating the protest.

The Engineer will evaluate all protests, provided the procedures in this section are If the Engineer determines that a protest is valid, the Engineer will followed. recommend to the Commission payment for work or time by an equitable adjustment. Extensions of time will be evaluated in accordance with Subsection 108.11 Extensions and Reductions of Contract Time. The Commission will exercise its option to accept or overrule the Engineer's recommendation. The decision of the Commission shall prevail. No adjustment will be made for an invalid protest.

In spite of any protest, the Contractor shall proceed promptly with the work as the Engineer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section shall be considered as the full payment and final settlement of all claims for contract time and for direct, indirect. and consequential costs, including costs of delays, related to any work either covered or affected by the change.

By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations and determinations).

By failing to follow the procedures of this Section and Subsection 108.21 Warranties, the Contractor completely waives any claims for protested work.

### 107.15 Taxes

Add the following to this Subsection after the first paragraph and delete conflicting provisions:

Bidders are advised that in accordance with the November 28, 1995 letter issued from the Division of Taxation, Department of Treasury of the State of New Jersey, the Commission is exempt from all taxes on permanent construction items including excise, transportation, sales or use tax under the provisions specified above. This letter shall be available upon request. Bidders shall not include amounts for these taxes in the prices bid for the Items in the Proposal. The Commission is also exempt from the State of New Jersey sales or use tax on purchases in other States on its behalf and delivered in the State of New Jersey.

#### **107.18 United States Coast Guard Requirements** (New Subsection Added)

The Contractor shall submit a copy of his Proposed Plan, Schedule and Sequence of Operations. Submittal shall be initially made to the Engineer and the Commission for review and acceptance. Only when accepted, then the submittal shall be made to the United States Coast Guard directly by the Commission. At no time during the work shall the waterway be closed to navigation without prior approval from the United States Coast Guard.

Plans shall indicate proposed or intended equipment to be used for the various spans and areas of each bridge in general terms when working over or from the waterway. The drawings and supporting material shall show plan and elevation views of the bridge. provide details for all scaffolds, platforms, barges, portable lifts, etc., details of any protective devices to be provided. The extent of all proposed reductions in existing clearances especially those over the waterway during rigging, operation/work, or equipment disassembly and the amount of time said reductions would exist during each All debris nets, collection chutes or other appurtenances shall also be indicated on the drawings and the extent of their impact on marine traffic. Debris nets shall have sufficient intermediate tie-off points to keep the nets tight up against the bridge members and to minimize the amount of sag if debris is in the net. Additionally, the Plan shall provide for at least weekly cleaning of the nets.

The Contractor is reminded that the Delaware River is an active navigable water of the United States. used by both commercial and recreational traffic and work schedules may have to be revised to prevent any impact on marine traffic.

The Contractor will be notified of any bridge openings as soon as the bridge operator is notified. The Contractor must be able to accommodate bridge openings without any delay on his part. The Contractor may work in only one navigation channel (primary or secondary) at any time. At the Tacony-Palmyra Bridge, the primary channel is beneath the Bascule Span and the secondary channel is beneath the Arch Span. The other channel will remain clear of all temporary scaffolds, nets, equipment, rigging cables, etc. that hangs below the bottom chord of the bridge.

After acceptance by the Commission, the submittal to the United States Coast Guard shall be made no later than thirty (30) calendar days prior to the desired starting date of fieldwork. If any closure shall exceed three (3) consecutive days, the submittal shall be made at least forty-five (45) calendar days in advance. Any request for an extension of the closure dates shall be forwarded at least forty-five (45) calendar days in advance to the United States Coast Guard for approval. The Contractor's submittal shall include a location map, plan and elevation views of the bridge, include showing the waterway, the requested work specific timetable and site-specific information for the bridge spans and/or areas for which approval is requested. Site specific information shall include but not be limited to equipment and protection that will be used, sequence of operation, and whether any reduction in the vertical or horizontal clearances of the bridge will occur. If clearance reductions will occur complete details of same shall be provided giving the location of any restrictions; height above mean high water and detailed description and plan of scaffolding, rigging, enclosures and protective measures which are proposed to be used. All vertical clearances shall be measured from the bottom of the obstruction to mean high water. In the case of movable platforms and scaffolding, several clearances shall be provided. These should, where applicable, include but not be limited to cable rigging reductions, netting or protection rigging and removal. The submittal should also include the hours of operation and whether the equipment is removed at night. The Contractor's operation shall in no way hinder the safe navigation of the waterway. The Plan shall indicate that when the work over the waterway is suspended for a prolonged

period, for any reason unbeknown at present time, scaffolding, floating equipment and other rigging appurtenances either in or over the waterway shall be removed. The Plan shall indicate that the United States Coast Guard shall be notified of the suspension of work and of the resumption of work, at least two weeks ahead. No work, once temporarily suspended, shall resume without prior notification to the United States Coast Guard. No deviation from the approved plan and schedule of operation may be made unless the modification has previously been submitted and approved by the United States Coast Guard.

The formal submittal to the United States Coast Guard shall be made as indicated below and other appropriate offices of United States Coast Guard and/or agencies.

**United States Coast Guard** Fifth District 431 Crawford Street Portsmouth, Virginia 23704-5004 Attention: Hal R. Pitts, Chief, Bridge Branch Mr. Pitts may be contacted at (757) 398-6222 United States Coast Guard Sector Delaware Bay Waterways Management One Washington Avenue Philadelphia, Pennsylvania 19147-4395

The work shall be performed in accordance with all requirements of the United States Coast Guard. The requirements include but are not limited to those specified hereinafter.

The Contractor shall comply with all provisions of the United States Department of Transportation, United States Coast Guard publication titled, Navigation Rules International-Inland. Copies of the publication may be obtained from the Superintendent of Documents, United States Government Printing Office, Washington, DC 20402. Refer to Stock Number COMDTINST M16672.2A.

The Contractor shall be solely responsible for any liquidated damages incurred and penalties levied by the United States Coast Guard if it obstructs or delays the passage of any vessel.

The Commission has no control over the United States Coast Guard and the Commission is not responsible for any delays associated with the approval of the submittal to the United States Coast Guard.

Should the Contractor fail to comply with these requirements or any federal regulations and/or should the Federal Government impose penalties for violations or failures of the Contractor to take action for the protection of navigation, or for the protection of the environment, the Contractor shall be liable for all such penalties. Additionally, the Government reserves the right to recover costs for any such action from the Contractor, at no cost to the Commission.

The Commission assumes no responsibility for any damages sustained or caused by the Contractor's equipment or barges being anchored or moored at the aforementioned location and this approval shall not be considered as waiver of liability for any damage that may result from the applicant's operation.

At no time during the performance of the work shall the river be closed to navigation or the Contractor shall not deter, obstruct, or delay marine navigation unless specific written authorization has been granted by the United States Coast Guard. Equipment, scaffolding, rigging and associated supports shall not interfere with the normal operation of the movable bridges. No existing bridge navigation lights shall be blocked or obscured during darkness or period of reduced visibility.

During non-working hours, scaffolds and other appurtenances that reduce the effective clearance under the bridge shall be removed. If this is not possible, then synchronized quick flashing red lights shall be mounted on each of the four (4) corners upon obtaining approval from the United States Coast Guard for allowing a reduced vertical clearance. However, the reduction due to such scaffolds, cables, nets, etc. shall be kept to a minimum by use of frequent intermediate ties.

During all times, warning signs in accordance with the Contract Drawings shall be displayed on the upstream and downstream sides of the bridge facing marine navigation in the vicinity of the work being performed to draw mariner's attention to the fact that the clearance has been reduced. These requirements apply when work is performed over any portion of the waterway not just the channel areas.

During the progress of work should any materials, machinery or equipment be lost, dumped, thrown overboard, sunk or misplaced which may be dangerous to or obstruct navigation, immediate notice shall be given to the Engineer and the United States Coast Guard Marine Safety Office Philadelphia and the object must be removed with utmost dispatch. Until removal can be affected, the objects shall be properly marked in order to protect navigation. Notice to the United States Coast Guard shall give a description and location of any such object and the action taken or being taken to protect navigation. The Marine Safety Office/Group Philadelphia can be contacted twenty-four (24) hours per day. The address and phone numbers are as listed below:

Commanding Officer
United States Coast Guard
Marine Safety Office/Group Philadelphia
One Washington Avenue
Philadelphia, Pennsylvania 19147-4395
Attn: Waterways and Waterfront Facilities Branch
(215) 271-4889 or (215) 271-4800

Command Duty Officer can be reached 24 hours a day at (215) 271-4940

The Contractor shall completely remove any project related debris from the river at no cost to the Commission.

It shall be the responsibility of the Contractor to ensure that channel depths are not affected by the work. Should it be suspected that the channel depths may have been impaired or that an obstruction may exist from the work, the Contractor shall upon the request of the Engineer, United States Coast Guard, or United States Army Corps of Engineers, provide the necessary equipment and personnel to undertake a survey to determine the presence of any obstruction, objects or silting that may have occurred during construction. The cost of this work shall be borne by the Contractor, at no cost to the Commission.

Placement of floating equipment, if any is employed on the project, or in the navigable channel, shall be done so as to maintain the minimum horizontal clearance as determined by the United States Coast Guard. The Contractor shall obtain the clearance from the United States Coast Guard. The United States Coast Guard shall be notified a minimum of two (2) weeks in advance of placement of floating equipment in the navigable channel.

Floating equipment shall be moved out of the navigable channel during darkness and after work hours. Floating equipment shall be lighted in accordance with the provisions as outlined in the Navigation Rules International-Inland.

Barges that are used in the waterway during the project must be marked in accordance with Title 33 Code of Federal Regulations, Subsection 118.95 that outlines temporary marking and lighting requirements. The document outlines temporary marking and lighting requirements for barges and structures not part of the bridge that will be used during construction. If barge or float anchor lines are used, they must be marked by anchor buoys, which should be lighted. Any questions regarding lights on the barges or work floats, the Chief of Planning and Waterways Management Section at (757) 398-6230 should be contacted.

Floating equipment shall have a radiotelephone capable of operation from its main control station in accordance with Part 26 of Title 33, Code of Federal Regulations and shall be monitored during all periods the floating equipment is on station.

Spillage of oil and hazardous substances is specifically prohibited by Section 311 of the Federal Water Pollution Control Act of 1972, as amended and supplemented. Any material which causes an oil like sheen on the water shall be considered to be a violation and requiring corrective action. Preventive measures shall be taken including, but not limited to: (1) Proper maintenance of construction equipment; (2) Provision for fuel and hazardous substances handling areas so as to ensure that any spills are contained before reaching navigable waterways or their adjoining shorelines; (3) Instruction of personnel and enforcement of directives not to dispose of paint, paint cleaning agents, containers, or oil or hazardous substances, directly or indirectly, into navigable waterways, drains, sewers, or onto adjoining shorelines; and (4) Any other procedures to prevent spillage or violation of the Act. If in spite of such planning, oil or hazardous substances are spilled on land or into a navigable waterway or adjoining shoreline or both, the United States Coast Guard shall be notified immediately at 800-424-8802 and NJDEP at 609-292-7172. The authorities at these two (2) numbers must

be immediately notified of any kind of spill producing oil type sheen on the water or a possible environmental hazard. A supply of absorbent pads and material shall be retained on hand so that they may be rapidly deployed to soak up any possible spillage, pending the arrival of appropriate authorities on scene. The use of chemical dispersing agents and emulsifiers for elimination of material in the water is not authorized without prior specific approval from the appropriate authorities. Final payment as provided in Subsection 109.11, Final Payment and Claims, will not be made unless and until any such project related debris have been so removed and any fines, penalties or claims have been satisfactorily resolved.

The Contractor shall maintain close and regular contact with United States Coast Guard Sector Delaware Bay to keep them informed of activities in the waterway at (215) 271-4889. The United States Coast Guard Office shall be notified immediately upon completion of the subject work at the bridge.

### Bridge Security Provisions

Every person, including Contractor's employees, subcontractors, and visitors, when entering or leaving the security zone, or embarking and disembarking from a vessel or a harbor craft will be required to use an identification credential. The identification must be tamper-proof (laminated or otherwise secure against tampering) and contain the full name and a recent photograph of the person and bear the name of the issuing authority. The security zone is defined as the work site, areas in the immediate vicinity, equipment and other storage areas, staging areas, river channel and areas in the vicinity of the piers in the waterways and other areas so deemed. Drawings showing the perimeter of the Security Zone shall be submitted to the Engineer for acceptance.

Acceptable identification credentials include military identification; a badge for federal employees such as DOT or DOD, drivers license or official identification card issued by a Department of Motor Vehicles (DMV) or a Motor-Vehicle Administration within the United States; a merchant mariner's document issued by the United States Coast Guard; a valid passport; a local law enforcement credential; an identification credential issued by a state or local authority, and an identification credential issued by a company, union or trade association.

No construction workers, work barges or vessels of any type may enter into these security zones without written advance approval from the United States Coast Guard Captain of the Port and Vessel Traffic Service (VTS) and the Fifth Coast Guard District Bridge Branch (obr). All requests to enter into these security zones must be in writing, submitted not less than fifteen (15) calendar days prior to the commencement of any work.

A complete list of all construction and vessel personnel or other persons including construction workers that may enter into the security zones must be submitted to the United States Coast Guard Waterways Oversight Branch with the submission cited in the paragraph 15 above, providing the following information: Name, Social Security Number and Date of Birth. All personnel shall have in their possession, proper

identification as a Contractor's employee, which includes a picture, and additional identification that may be subsequently required. A person's name and point of contact for the organization providing the list and authorizing access shall be provided with phone numbers.

A complete description of all vessels, barges and other marine equipment shall also be provided to the United States Coast Guard and the Commission. The Owner/Operator of the said vessels and equipment shall be clearly displayed on the equipment along with a twenty-four (24) hour emergency contact number.

If any additional personnel are hired, or any changes in the existing personnel roster are required, all required information identified above must be forwarded to the United States Coast Guard Waterway Oversight Branch not less than ninety-six (96) hours (4 days) in advance of the expected change.

After the initial written approval for entry into the security zone has been received from the United States Coast Guard, the Engineer and the Contractor shall, in addition, notify the United States Coast Guard Vessel Traffic Service, prior to entering the work site, leaving the site at any time and upon securing at the end of the work day.

The Contractor is advised that failure to comply with the above Safety Zone requirements and conditions is punishable under Federal Law by arrest, prosecution and/or civil penalties.

### 107.19 Internal Security

(New Subsection Added)

The following provisions shall apply to the Contractor and the Contractor's Subcontractors' activities in all areas that the Contractor uses for storage or other purposes in or near the bridge site:

The Contractor and Subcontractors shall submit a list of employees working at the project site to the Engineer with a copy submitted to the Commission's Director of Public Safety & Homeland Security. Said list shall include the person's name, social security number and date of birth.

The Engineer shall provide to the Contractor Commission issued placards titled CONSTRUCTION VEHICLE/TEMPORARY PASS/By order of: BCBC-POLICE DEPARTMENT which are to be prominently displayed on the dashboard of each worker's personal vehicle while it is on Commission property. The placards are to be returned to the Engineer at the completion of the project.

Whenever the Contractor is working at the project site, compliance with the following listed Commission notification procedure is required:

 At the start of the workday, an email is to be sent to the Commission at <u>contractors@bcbridges.org</u>. The following listed information is to be included in the email: company name, supervisor's name and cell phone number, location of the work, the number of workers, the projected duration of the work. The Construction Inspector shall be copied on the email. The email subject line shall read: **Contractor check in –** *company name.* 

- 2. If work will take place on any of the movable bridges, the Contractor must telephone the bridge tender and notify the tender they will be on site. The Contractor must talk to the bridge tender, voice messages will not satisfy this requirement.
- 3. Any time all of the Contractor's staff leave the span, and at the end of the day, the Contractor must telephone the bridge tender and notify the tender they are off the span. The Contractor must talk to the bridge tender, voice messages will not satisfy this requirement.
- 4. At the conclusion of the workday, the Contractor shall once again email the Commission at <u>contractors@bcbridges.org</u> to inform them that the work is complete, and all personnel are off the bridge site. The following listed information is to be included in the email: company name, supervisor's name and cell phone number and the location of the work. The Construction Inspector shall be copied on the email. The email subject line shall read: **Contractor check out company name.**

If the Contractor has multiple crews working at multiple locations, each crew must check in individually. However, if multiple crews are on the same bridge only one check in/check out will be required per bridge.

The Contractor shall ensure functioning of the security measures that are in place and provide for rapid repair or correction of defects when discovered.

Basic security measures shall include fencing, signs, good housekeeping, lighting, lock and key (hard and electronic) controls.

The Contractor and the Contractor's Subcontractors shall ensure that there is formal accountability and security of all keys for locks and access points to the bridge and its appurtenances including machinery and electrical spaces or compartments, hatches, doors, ladders access platforms, travelers, etc.

If continuous monitoring is not in place at hatch, valve, and power box controls, develop an acceptable alternate system using changeable color code security lockout methods and procedures.

All facilities, buildings, storage areas and bridge accesses, when not in use or attended, shall be secured. Inspect vegetated areas and eliminate overgrown vegetation.

Combustible storage and debris, garbage disposal locations will not be permitted under the bridges, adjacent to piers, abutments, and buildings or other areas designated by the Engineer. Access to all administrative and storage areas shall be controlled with sign in and sign out by visitors, salespersons, delivery and other personnel not holding appropriate approved and current security ID.

All transportation and work vehicles as well as trailers, sheds, storage areas, cranes, compressors, lifts and other equipment are all clearly and properly identified with Contractors name, logo and a contact phone number in bold print. Transportation and work vehicles shall also have an approved, numbered vehicle identification passes that shall be displayed in the vehicle's window, at all time. These passes may be required to be color coded and changed as directed by the Engineer.

The Contractor shall provide the Engineer with a complete list and description of all vehicles, trailers, cranes, compressors, lifts, etc. to be used on the site. The list shall include the vehicle identification number, license number and any other identification documents carried as well as the complete description.

Ensure that transportation vehicles are equipped with security measures to prevent tampering and theft while parked, in transit, or while loading or unloading.

Conduct random inspections of vehicles for suspicious items or contraband. Signs shall be posted advising that all persons, packages, vehicles entering or leaving the area are subject to search by security personnel. Prohibit unauthorized or unidentified vehicle and personnel entrance.

In addition to the periodic inspection and cleaning, all nets and platforms located adjacent to or under the bridge shall also be inspected and cleaned when requested by the Engineer.

The Contractor shall report any unusual or suspicious activities to the Engineer and the Commission's Director of Public Safety & Homeland Security immediately.

In the event of escalated general or specific threat, the Contractor will provide continuous monitoring of the work area(s).

At heightened alert level and upon request by the Engineer, check designated unmanned sites at more frequent intervals for signs of unauthorized entry, suspicious packages or unusual activities. Increase surveillance in designated areas. Keep equipment, such as fire fighting equipment, in place and ready.

Instruct personnel that are working alone (individually) or in transit to check-in on a periodic basis and report on their work status.

The Contractor and all Subcontractors and other security personnel shall submit twentyfour (24) hour phone numbers and established procedures for personnel notification in the event of an emergency

### 107.20 Resolution of Disputes

### (New Subsection Added)

In conformance with <u>N.J.S.A.</u> 40A:11-50, disputes arising under this Contract shall be submitted to mediation. Thereafter, if the dispute is not resolved, the Contractor's remedy shall be an action filed in the Superior Court of New Jersey, Burlington County vicinage. The Contractor must proceed with all work required under this Contract during mediation or arbitration process. Disputes arising from bid solicitation, award process, formation of contracts and subcontracts are excluded from these provisions. The Commission may seek injunctive or declaratory relief in a court at any time without proceeding to mediation.

Any party to this contract may demand the joinder of other interested parties unless the mediator appointed to resolve the dispute determines that such a joinder is inappropriate. Whenever more than one (1) dispute of similar nature arises, an involved contracting party may demand for disputes to be joined, unless the mediator determines that the disputes are inappropriate for joinder.

Whenever a dispute concerns more than one (1) contract, upon demand of a contracting party, the disputes shall be joined unless the mediator determines that the disputes are inappropriate for joinder.

The party seeking the mediation or arbitration shall pay the entire cost for the request for mediation or arbitration and the said party shall also pay the per diem cost for mediation or arbitration.

END OF SECTION 107

### SECTION 108 - PROSECUTION AND COMPLETION

### 108.01 Subcontracting

Add the following to the Subsection and delete conflicting provisions:

The Contractor's submittal for each Subcontractor must include the following:

- The Application for subcontracting any part, or parts, of the Work shall be made by the Contractor in writing using NJDOT Form DC-18A. Any portions of the Application specifically for Federal or fully state funded projects are not required to be completed. The Application shall be complete in every respect with original signatures.
- 2. Attach to the Application a certified copy of the executed subcontract between the Contractor and the Subcontractor including the actual amount of the contract. The copy of the subcontract will be used in the review of the Application.
- 3. Proof that the Subcontractor is qualified under the appropriate NJDOT work type classification is to be provided. If requested by the Contractor, the Commission and/or Engineer may waive this requirement upon successful review of the submittal listed in the next paragraph.
- 4. The Application is to be accompanied by a detailed statement of qualifications showing that the Subcontractor to whom the work is proposed to be sublet is particularly qualified, experienced and equipped for the proposed subcontract.
- 5. The Subcontractor shall provide the Certificate(s) of Insurance to show compliance with the required insurance coverage as specified in Section 152 Insurance of the Standard and Supplementary Specifications except when the value of the subcontract, as determined by the Commission, warrants lower limits of coverage. In this case, if accepted by the Commission, lower limits of coverage shall be afforded. The Commission, their officers, employees, consultants, the Engineer and his officers, employees, and others lawfully on the property shall be also named as additional insured on the Comprehensive General Liability and Owner's and Contractor's Protective (OCP) Liability insurance policies. If the Contractor's OCP Policy covers the Subcontractor's work, then a separate OCP Policy required from the Subcontractor shall be waived. Proof of the Contractor's coverage of the Subcontractor's work on the OCP policy shall be submitted.
- 6. Copies of the Subcontractor's Public Works Contractor Registration Certificate and N.J. Business Registration Certificate.
- 7. A statement from the Subcontractor confirming that the prevailing wages, etc. shall apply to the labor performing the work.

After review of the Application, the consent of the Commission to, or its rejection of, the subcontracting will be provided to the Contractor by letter from the Engineer. Prior to the receipt of this written consent, no work shall be performed on the project under the subcontract.

### 108.02 Commencement of Work

Add the following to the beginning of this Subsection and delete conflicting provisions:

Work of this Contract shall commence within ten (10) calendar days of the execution of the Contract by the Commission. Failure to begin operations by the said tenth day for any reason shall constitute a Default for which the Commission shall take action deemed appropriate under the Contract.

The Contractor shall plan and prosecute the work of this Contract and shall furnish and use as much labor and equipment as required to complete the work within the time hereinafter specified under Subsection 108.10 Contract Time.

Once any work is begun which may require interference with the normal flow of traffic, the work shall be carried on through to completion as quickly as possible.

In all areas where work is being performed during dusk or darkness, if any, the Contractor shall furnish, place, maintain, and eventually remove temporary lighting facilities meeting with the approval of the Engineer and capable of providing light of sufficient intensity to permit good workmanship and proper inspection at all times. The level of illumination shall be at least 5 foot-candles.

No separate payment shall be made for lighting work areas but all costs thereof shall be included in the cost of the work being performed and requiring such lighting.

In the third paragraph, delete "and FIELD OFFICE TYPE \_\_\_ SET UP" without replacement.

In the fifth paragraph, change, "25 days" to "ten days", "the 25th day" to "10th day" and "Working Day" to "Calendar Day".

The Contractor is required to submit a Plan of Operation for all work tasks.

Listed below are the elements that are required to be addressed in the Plan of Operation. If there is no impact to a certain element, it should be stated. Furthermore, the Engineer shall not commence review of the Contractor's shop drawings or other working drawings until the Engineer has completed the review and acceptance of the Plan of Operation.

#### 1) General

a) Describe in detail how the work shall be performed and in what sequence.

### 2) Safety

- a) Add the following and delete any conflicts to Subsection 108.05.02 Safety Program.
- b) Follow established Commission check-in procedures while working, especially when working on or near the movable span as stated in Subsection 107.18 Internal Security.
- c) Submit a written Safety Plan which may be included or be independent of the Plan of Operation. It can usually be adapted from the Contractor's standard safety plan with the following items included:
  - i) Include telephone numbers for local police, fire and ambulance services.
  - ii) Include provisions for working in the vicinity of live marine and vehicular traffic, working over water and with existing lead-based paint.
  - iii) In accordance with OSHA requirements, provide address and phone number of local hospitals, clinic, infirmary, or physician if the Contractor has a preferred emergency services provider. Include instructions for the most direct route to these facilities. There should be alternate instructions for departing from either side of the bridge, in case of emergency during a bridge opening. Typically, the Commission Police Department will contact these agencies if necessary.
  - iv) Identify an emergency assembly location for personnel.
  - v)Identify where workers will assemble during bridge openings (applicable whenever workers are on the movable span).
  - vi)Submit lockout-tagout procedure as described in Subsection 701.03.01 Existing Systems.
- d) Submit a separate Traffic Control Plan for maintenance and protection of traffic.
- e) Chemicals
  - i) Indicate which chemicals will be used on site.
  - ii) Submit MSDS sheets to the Engineer prior to bringing any chemicals on site.
  - iii) Indicate location where MSDS sheets will be placed to be viewed by workers.
  - iv) Identify leak/spill containment and clean-up activities.
  - v) Identify person responsible for all chemicals.
  - vi) Excess chemicals must be promptly removed from the site when no longer required for the project.

### 3) Personnel

- a) Indicate how they would be getting to work area.
- b) Indicate where personnel will be working (bucket truck, ladder, high reach, temporary scaffolding, etc.).
  - i) If Contractor/rental equipment is used, list all equipment and provide a cut sheet (crane work basket, scaffolding, man-lift, etc.).
  - ii) Temporary scaffolding design must be signed and sealed by a New Jersey Registered Professional Engineer and must include attachment details to existing bridge structure. Pre-manufactured rolling scaffolding requires a cut sheet for approval.
  - iii) Barges moored in the waterway must be submitted to the USCG for approval and are subject to their regulations.
- c) Indicate whether workers shall be over roadway, water, sidewalk, etc.

- d) Indicate the number of crews that will work at a time.
- e) Indicate the anticipated work hours.

### 4) Tools

- a) Indicate how the tools will be lifted to or located at work area. Tools must be secured when above water, sidewalks and roadways.
- b) Indicate whether any generators/air compressors, etc. will be used. If yes, indicate where they will be located and provide cut sheets. Provide description of refueling process including amount and location of stored fuel.
- c) Trucks, cranes, etc. must be listed (include cut sheets or make/model/gross weight for over the road vehicles). Include overall width and gross weight for vehicles that will be placed on bridges.

### 5) Material

a) Indicate how the materials shall be lifted to the work area.

### 6) Bridge Operations

- a) If applicable, indicate where any work will take place on the movable span.
- b) Indicate whether there will be any impact to bridge operations, if applicable. Bridge closures to marine traffic require the approval from the USCG.
  - i) Indicate whether there will be any interruption to electrical service.
  - ii) Indicate whether the bridge drive machinery shall be impacted.
  - iii) Indicate whether any advance notification is required prior to bridge openings. If so, indicate how much notice is required.
  - iv) Indicate whether there will be any interruptions to vehicular traffic (lane closures) and include it in the Traffic Control Plan.

### 108.03 Daily Communications

Add the following to the end of this Subsection and delete conflicting provisions:

A two (2) week "look ahead" work schedule shall be submitted each Friday to list the anticipated work activities to be performed during the upcoming two (2) week period.

### 108.04 Work Site and Storage

Add the following to the Subsection after the third paragraph and delete conflicting provisions:

Except when required for prosecution of the work or for protection of vehicular or marine traffic, work shall be performed so as not to interfere with either vehicular or marine traffic.

When work must be performed which will interfere with either vehicular or marine traffic, notice shall first be given to the Engineer a minimum of two (2) weeks in advance of the said work. The said work shall not begin until the times and conditions governing the work, has been approved by the Commission or an authorized representative.

When the bridge is open to vehicular traffic and with the approval of the Engineer, the Contractor may occupy portions of the bridge walkways with equipment, materials or personnel.

Upon request, a laydown/staging area for the Contractor's use may be available. If not, it shall be the responsibility of the Contractor to temporarily acquire whatever property is necessary.

### 108.05 Sanitary and Safety Provisions

### 108.05.02 Safety Program

The following is added to this Subsection after the first paragraph:

The Contractor shall make available to the Contractor's employees, Subcontractors, the Engineer and the Public, all information pursuant to OSHA 29 CFR Part 1926.59 of the hazard communication standard 29 CFR 1910.1200 and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the project. These material safety data sheets shall be made available to the Engineer upon request.

The Contractor is reminded of the requirement listed in OSHA 29 CFR Part 1926.106 titled Working Over or Near Water which states in 1926.106 (a) that "employees working over or near water, where the danger of drowning exists, shall be provided with United States Coast Guard-approved life jacket or buoyant work vests." As clarified in the September 28, 1999 letter from OSHA to Jones Bros., Inc., it was stated that "... when continuous fall protection is used (without exception) to prevent employees from falling into the water, the employer has effectively removed the drowning hazard, and life jackets or buoyant work vest are not needed ..."

The Contractor is also reminded of the requirement listed in OSHA 29 CFR Part 1926.106 titled Working Over or Near Water which states in 1926.106 (d) that "at least one (1) lifesaving skiff shall be immediately available at locations where employees are working over or adjacent to water." As clarified in the June 13, 1990 letter from OSHA to Western Pennsylvania Heavy & Highway Construction, it was stated that "to be considered in compliance with the aforementioned standard, an employer must have a lifesaving skiff available that could, at the minimum, retrieve an employee from the water no more than three (3) to four (4) minutes from the time they entered the water."

### 108.05.02 3. Elements of the Program

Add the following to the beginning of this Subsection:

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid to any person who may be injured in the progress of the work.

In the event of personal injury, property damage, or a fatality, the Contractor shall report the event immediately by telephone to the Commission and the Engineer. In addition, the Contractor must promptly report in writing to the Commission and the Engineer all accidents whatsoever, arising out of or in conjunction with the performance of the Contractor's work, whether on or adjacent to the site, which may cause personal injury, property damage, or a fatality, including full details and statements from witnesses.

If any claim is made by a third person against the Contractor or any Subcontractor on account of an accident, the Contractor shall promptly report the fact in writing to the Commission and the Engineer, including full details of the claim.

### Accidents, Injuries, Damages:

If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Commission in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Commission from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City or Borough Ordinance, Regulation, or the Laws of the State or the United States while the said work is in progress.

### 108.06 Night Operations

Add the following to the end of this Subsection and delete any conflicting provisions:

Whether it involves a specified lane closure or not with the fieldwork, a Lighting Plan shall be submitted for review and acceptance. The Lighting Plan shall specify the construction area to be lit, the layout of the lighting units and the illumination intensity of the lighting system. The construction area is defined as the area in which any and all work related to the construction is ongoing and is to be performed during the specified lane closure. No construction work shall begin until the Lighting Plan is reviewed and accepted.

The lighting system shall consist of mobile units of floodlights capable of providing the construction area with a minimum illumination intensity of 5 foot-candles. Each unit

shall provide a minimum of 2.5 foot-candles, positioned to cause no glare to drivers. Mobile light towers for the purpose of protection and maintenance of traffic shall be provided at locations deemed necessary. The light towers shall be either gasoline or diesel powered and have the required number of 1000-watt high-pressure sodium (HPS) lamps with tampered glass lens for each lamp. The towers shall have telescopic steel mast that can adjust from approximately 6' to 12' or 16' either by a winch or compressed air. The towers shall have electric outlets, have a base approximately 24" – 30" wide and 30" – 36" long with two semi-pneumatic wheels and be coated with a safety yellow finish. The Contractor may propose alternate types of light towers for the Engineer's approval.

Storage batteries or other bulk power sources, not part of a monolithic flasher unit, shall be located as far as practicable from the traveled way and at ground level.

All equipment used for construction operations with artificial lighting shall have a minimum of 72 square inches of high intensity reflective sheathing towards extremities of each side of equipment such that a minimum of 144 square inches of the reflective sheathing is visible from any direction.

### 108.08 Lane Occupancy Charges

Delete this Subsection in its entirety without replacement.

### 108.09 Maintenance Within the Project Limits

Add the following to the end of this Subsection:

The provisions of this Subsection shall be construed as applying to the existing structures and for new work.

### 108.10 Contract Time

Add the following to this Subsection:

The Contractor shall be responsible for completing each and every task/project within the time period approved by the Engineer before the starting of work on respective tasks/projects.

The nine (9) month Contract shall commence on or about January 1, 2026 and end on September 30, 2026

### 108.16 Partial Acceptance

Delete this Subsection in its entirety without replacement.

### 108.20 Liquidated Damages

Delete this Subsection in its entirety and substitute with the following:

The Contractor and the Commission recognize that delay in completion of this project will result in damage to the Commission in terms of the effect of the delay in the use of the work upon the public convenience and economic development of Burlington County and the State of New Jersey and will also result in additional cost to the Commission for engineering, inspection and administration of the Contract. Because some of this damage is difficult or impossible to estimate, the parties agree that if the Contractor fails to complete the work within the time specified in Subsection 108.10 Contract Time, of these Supplementary Specifications, or within such further time as may have been granted in accordance with the provisions of the Contract, the Contractor shall pay the Commission liquidated damages of \$2,500.00 per calendar day for each day beyond the time specified in Subsection 108.10 Contract Time, of these Supplementary Specifications, for all work not completed in lieu of actual damage.

The Commission shall recover said liquidated damages by deducting the amount thereof from any monies due or that may become due the Contractor and if said monies be insufficient to cover said liquidated damages, then either the Contractor or the Contractor's Surety shall pay the amount due.

The payment of deduction of such liquidated damages shall not relieve the Contractor from its obligation to complete the work or from any other of its obligations and liability under this Contract.

Further, if the Contractor is not available to perform work and the Commission must secure the services of another Contractor to perform said work and if the cost incurred is greater than that charged by the prices bid herein, then the Contractor shall be liable for the amount of the difference. The Commission shall recover said difference by deducting the amount thereof from any monies due or that may become due the Contractor and if said monies be insufficient to cover said difference, then the Contractor or the Contractor's Surety shall pay the amount due.

#### **108.21 Warranties**

Add the following to the end of this Subsection:

The Contractor warrants that work performed conforms to the Contract requirements and is free of any defect of equipment, material or design furnished or workmanship performed by the Contractor or any of its Subcontractors, fabricators or suppliers at any tier. Such warranty shall continue for a period of one (1) year following Acceptance. Under this warranty, the Contractor shall remedy at its expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at its own expense

any damage to Commission owned or controlled real or personal property when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder shall run for one (1) year from the date of such repair or replacement.

### 108.22 Liquidated Damages for Deterring Vehicular Traffic

(New Subsection Added)

The Commission and Contractor recognize that any situation arising that deters vehicular traffic from traversing the bridge results in public and private inconvenience as well as a monetary loss to the Commission.

The parties agree that if the Contractor, at any time other than that permitted in writing by the Commission deters vehicular traffic from traversing the bridges, the Contractor shall pay the following liquidated damages to the Commission:

Time of Occurrence	<u>Liquidated</u> <u>Damage</u> <u>Amount</u>
15 minutes or less	\$500.00
16 minutes to 30 minutes	\$2,500.00
31 minutes to 60 minutes	\$5,000.00
More than 60 minutes	\$10,000.00 for each additional hour or part of an hour

It is also agreed that the liquidated damages amount paid by the Contractor to the Commission shall not exceed \$100,000.00 per deterring traffic incident.

It is also agreed that the Contractor shall bear all costs to rectify all deterring events due to the Contractor's operations, at no cost to the Commission.

It is further agreed that if the deterring event arises due to "damage" from the Contractor's operations, then the Contractor shall replace or repair all damages, at the discretion of the Commission, at no additional cost to the Commission.

Liquidated damage payment by the Contractor to the Commission for each deterring event shall be by certified check. Payment to the Commission shall be made upon demand by the Commission no later than ten (10) calendar days after the Contractor has received said demand. The Commission reserves the right to retain unpaid liquidated damages from partial payments.

The payment or deduction of such liquidated damages shall not relieve the Contractor from the Contractor's obligation to complete all the Work or from any other of the Contractor's obligations and liabilities under this Contract.

In addition, the Contractor may also be assessed for any claims by a third party. An example of this would be if a ship cannot pass through the bridge due to the Contractor's fault. If the ship's owner/agent claims financial damages due to the delay in reopening the movable span to marine traffic, then the Contractor will be responsible for payment of such claim.

### 108.23 Limitation of Operations

(New Subsection Added)

The Contractor shall conduct the Work at all time in such manner and in such sequence as will assure no interference with vehicular and marine traffic, in conformance with Section 159, Traffic Control, of the Supplementary Specifications.

The use of the Burlington-Bristol Bridge Lift Span utilizing a bridge opening for the placement of the Contractor's equipment, material, etc. shall not be permitted unless specifically approved by the Commission. The Contractor shall submit the request in writing to the Engineer demonstrating the need for the bridge opening. In the event the Commission approves the bridge opening, it shall be conducted during the hours of 9:00 P.M. to 5:00 A.M. The total length of the bridge opening shall not exceed fifteen (15) minutes.

The Contractor shall not occupy any portion of the roadway, maintenance walk, maintenance platform, or any other bridge easement with equipment, materials or personnel, except as outlined in the approved written Plan of Operations and Traffic Control Plan.

### 108.24 Unusual Site Conditions

(New Subsection Added)

During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and could not have discovered by the Contractor pursuant to Subsection 102.04 Examination of Contract and Project Limits and if they cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an

adjustment of the Contract is warranted. Adjustments in Contract time will be made pursuant to Subsection 108.11 Modifications to Contract. Adjustments in compensation will be made pursuant to Subsections 104.02 Changes to Contract, 109.03 Payment for Force Account, and 109.04 Payment for Delay Damages.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

### 108.25 Schedule of Submittals Required

BCBC - 202506

(New Subsection Added)

The Contractor shall provide all required submittals for the project whether or not they are listed below. The listing is for those submittals that are required once the Notice of Award has been issued.

<u>No.</u>	<u>Description</u>	Specifications Reference and/or Contract Drawings	Time of Submission
1	Working Drawings	Subsection 105.05	Periodically during work
2	As-Built Drawings	Subsection 105.11	Within 30 days following substantial completion of the Contract
3	Material Samples	Subsection 106.05	When requested
4	Certification of Compliance	Subsection 106.07	Upon delivery of material
5	Certified Payroll Records and Monthly NJ Department of Labor Records	Subsection 107.03	Prior to or at the time of payment applications
6	United States Coast Guard Submittal Written Plan of Operations	Subsection 107.17,	No later than 30 calendar days prior to the desired starting date of fieldwork
7	United States Coast Guard Submittal Written List of Construction Personnel	Subsection 107.17	No later than 30 calendar days prior to the desired starting
Burlin	gton County Bridge Commission	100-52	Supplementary Specifications

Maintenance of Bridges, Equipment and Other Facilities

	gton County Bridge Commission C – 202506	100-53  Maintenance of Bridges, Equi	Supplementary Specifications pment and Other Facilities
21	Progress Schedule Updates	Subsections 153.01 & 153.03.02	Monthly (on or before the third day of each month) after approval
20	Baseline Schedule	Subsection 153.03.01	No more than 14 days after approval of the Preliminary Schedule
19	Preliminary Schedule	Subsection 153.03.01	15 days after execution of Contract
18	Payment Applications	Subsection 109.16	Monthly
17	Lump Sum Pay Item Breakdown	Subsection 109.05	Within 15 calendar days after the date of Notice to Proceed
16	Submittal Log	Subsection 108.26	Bi-weekly
15	Lighting Plan	Subsection 108.06	Prior to the start of any fieldwork
14	Written Safety Program	Subsection 108.05.02	At Preconstruction Meeting
13	Two (2) Week "Look Ahead" Work Schedule	Subsection 108.03	Each Friday
12	Subcontractor Application	Subsection 108.01	At least 20 calendar days before the anticipated start of the work
11	Construction Equipment List	Subsection 107.18	Prior to the start of any fieldwork
10	Emergency Contact List	Subsection 107.18	Prior to the start of any fieldwork
9	Employee List	Subsection 107.18	Prior to the start of any fieldwork
8	United States Coast Guard Submittal Written List of Vessels, Barges and Marine Equipment	Subsection 107.17	No later than 30 calendar days prior to the desired starting date of fieldwork
			date of fieldwork

			of baseline schedule
22	Traffic Control Plan	Subsections 159.01 & 159.03.10	Within 15 calendar days upon receipt of Notice to Proceed
23	Temporary Access and Construction Platforms and Shielding Plan	Subsection 201.03.03,	Prior to the start of any fieldwork above vehicular or marine traffic
24	Written Plan of Temporary Supports or Bracings	Subsection 701.03.01	7 days prior to construction

### 108.26 Submittals

(New Subsection Added)

The Contractor shall provide all submittals electronically except as listed below.

All required submittals prior to the issuance of the Notice to Proceed shall be printed copies.

Furthermore, Application of Payments and Change Orders with original signatures shall be submitted as printed copies.

For all submittals which require revisions, the Contractor shall submit a resolution sheet which includes the Engineer's previous review comments with the action taken for each of the review comments.

Upon achieving Acceptance of the project, the Contractor shall provide electronic files for all of the submittals and received responses. Printed copies shall also be provided.

In addition to the requirements described in other Sections, an overall Submittal Log for Working Drawings, RFIs, Catalogue Cuts and all other required documents shall be submitted by the Contractor on a bi-weekly basis. The Submittal Log shall at a minimum include the submittal number, description, date and status.

All costs for the Submittal Log shall be included in the price bid for the respected pay item(s).

### **108.27 Preconstruction Meeting**

(New Subsection Added)

As scheduled by the Engineer, a Preconstruction Meeting shall be held which the Contractor shall be required to attend. The Notice to Proceed shall be issued to the

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Contractor at this meeting. The Contractor shall submit a Preliminary Schedule at this meeting and be prepared to discuss its details.

### 108.28 Progress Meetings

(New Subsection Added)

As scheduled by the Engineer, a progress meeting shall be held bi-weekly or as determined by the Engineer. The Contractor and any appropriate Subcontractors shall be required to attend.

The Contractor shall provide an updated status of work completed and upcoming work at the project meetings. In addition, the Contractor shall provide the status of all required submittals.

All costs for attending the Progress Meetings shall be included in the price bid for the respected pay item(s).

**END OF SECTION 108** 

### SECTION 109 - MEASUREMENT AND PAYMENT

### 109.01 Measurement of Quantities

Delete the first sentence and substitute with the following:

Measurement will be made in accordance with the United States Standard Measures (English system of Units).

Add the following to the end of this Subsection and delete conflicting provisions:

Except as otherwise provided in Subsection 104.03 Changes to the Contract covering increased or decreased quantities, whenever the quantity of any Item of work as given in the Proposal shall be increased or decreased as required to satisfactorily complete the work, payment for such Item of work shall be made on the basis of the actual quantity completed at the original Contract Unit Price.

No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such alterations.

Payment for quantities in excess of the original pay item quantities shall be reimbursed to the Contractor only when approved by the Engineer and a change order has been approved by the Commission.

Delete the second through the seventh paragraphs without replacement.

### 109.03 Payment for Force Account

Add the following to the beginning of this Subsection and delete conflicting provisions:

Overhead costs will not be allowed for force account payments made pursuant to a Change Order not granting an extension of Contract Time but specific extraordinary overhead expenses as defined in the subsection may be allowed.

In the second paragraph, delete "in an electronic format provided by the Department" without replacement.

The Commission shall not reimburse the Contractor for any sales tax paid for rental equipment.

### **109.05** Estimates

Add the following to the end of this Subsection:

Within fifteen (15) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Engineer for approval a copy of the breakdown of each lump sum pay item that appears on the Proposal, excluding the As-Built Drawings, Bonds, Insurance and Mobilization items. Upon approval, this breakdown shall be used to determine the partial payment due corresponding to the work completed. If in the

opinion of the Engineer, the prices submitted do not fairly represent the value of various items of work, the Engineer shall substitute other prices that do fairly represent the cost of such work.

#### 109.06 Material Payments and Storage

Delete 3. in its entirety in this Subsection and substitute with the following:

3. The Contractor has provided the Commission with an invoice or bill of sale sufficient to show the price paid for the materials, proof of payment and a "notarized statement" indicating that there are no liens for any and all material stored for incorporation into the Burlington County Bridge Commission project.

#### 109.10 Contractor's Compliance

Delete "on a form provided by the Department" without replacement.

#### 109.11 Final Payment and Claims

Delete the second paragraph of this Subsection and substitute the following:

If the Contractor submits to the Engineer his written acceptance of the Final Certificate without exception or reservation, the acceptance shall contain a release signed by the Contractor in the following form:

In consideration of the above payment I hereby release the Burlington County Bridge Commission, the members thereof, their successors, officers, agents, consultants, employees, and the Designer- Pennoni and their officers, consultants, and employees. from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the Work.

Delete the third paragraph of this Subsection and substitute the following:

If the Contractor submits to the Engineer his written acceptance of the Final Certificate conditioned with exception or reservation, the acceptance shall contain a release signed by the Contractor in the following form:

In consideration of the above payment, I hereby release the Burlington County Bridge Commission, the members thereof, their successors, agents, officers, consultants, employees and the Designer- Pennoni and their officers, consultants, and employees, from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the Work except for

If the Contractor conditions its acceptance, it shall at the same time state whether it wants its reserved claims reviewed by the Commission. Only reserved claims which are unresolved after completing the first three steps of the administrative process for the resolution of disputes, as provided in Subsection 107.02 Discrimination in Employment on Public Works, are eligible for review as provided in that Subsection. If the Contractor states that it does not want the Commission review of the reserved claims or if it fails to

request the Commission's review of reserved claims when it conditions its acceptance, the Contractor shall be deemed to have waived any right to Commission's review of its reserved claims.

If the Contractor requests review of its reserved claims when it conditions its acceptance of the Final Certificate, it shall send at the same time a copy of its request for review in conformance with the Contract Specifications.

Add the following to this Subsection:

If the parties agree to a resolution of all the reserved claims and execute a supplementary agreement confirming the terms of the resolution, the Commission will issue an amended Final Certificate which will include all sums previously included in the Final Certificate as well as the additional payment being made on the claims.

If the Commission determines after review of the claims that no further payment is warranted except for the sum indicated in the final certificate, it will so advise the Contractor in writing.

#### 109.12 Ethics Standards and Conflict of Interest

In the last paragraph of this Subsection, delete "on a form provided by the Department" without replacement.

#### 109.13 Payment Procedure

(New Subsection Added)

All requests for payment shall be submitted to the Engineer.

The Contractor shall submit monthly payment applications in the format provided by the Engineer. The work period shall be considered to be through the last day of the calendar month. Four (4) original signed copies of the monthly payment applications are required to be submitted.

Requests for payment shall be processed in accordance with <u>N.J.S.A.</u> 2A:30A-1 et seq. The Commission requires that authorization for partial and final payments or the release of retainage monies shall be approved at a scheduled Commission public meeting and then paid during the Commission's subsequent payment cycle.

Any payment disputes may be resolved in accordance with **N.J.S.A.** 40A:11-50.

#### 109.14 Contractor's Compliance with Subsections 107.02 and 107.03

(New Subsection Added)

The Contractor is advised that noncompliance with the requirements specified in Subsection 107.02 Discrimination in Employment on Public Works and in Subsection 107.03 Affirmative Action and Prevailing Wages of these Supplementary Specifications, may be cause for delaying or withholding any payment or payments pending corrective

and appropriate measures by the Contractor to the satisfaction of the Commission and other legal requirements.

#### 109.15 Toll Charges

(New Subsection Added)

Tolls on the Tacony-Palmyra Bridge and the Burlington Bristol Bridge will not be collected from trucks or equipment owned and operated by the Contractor or authorized Subcontractor or Subcontractors and used in the prosecution of work under this Contract. Workmen employed by the Contractor, Subcontractor or Subcontractors using passenger vehicles will be required to pay tolls.

### **DIVISION 150 – CONTRACT REQUIREMENTS**

#### **DIVISION 150 - CONTRACT REQUIREMENTS**

#### <u>SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND</u>

#### 151.03.01 Performance Bond and Payment Bond

Delete this Subsection in its entirety and substitute with the following:

Within ten (10) calendar days of the date of Award of the Contract, the Bidder to whom the Contract has been awarded shall complete and deliver a Performance Bond, a Payment Bond and a Maintenance Bond in the form and with the conditions of the Performance Bond, Payment Bond and Maintenance Bond forms bound with the Contract Documents.

Each Bond shall be for a sum of not less than the total Contract Price Bid for this project less the lump sum bid for the Pay Item No. 2.151 Bonds and shall be maintained by the Contractor until Acceptance of the project. The Maintenance Bond shall be for a sum not less than twenty percent (20%) of the total Contract Price and for duration of no less than one (1) calendar year from the Acceptance of the project.

In the event of insolvency of the surety, the Contractor shall forthwith furnish and maintain, as above provided, other surety satisfactory to the Commission.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the Surety or Sureties of the Bonds. The amount of the Bonds is not required to be adjusted based upon any changes to the Work.

As per the amended statutes of **N.J.S.A. 2A: 44-143**, a Surety Disclosure Statement and Certification must also be submitted with the bonds. A corporate officer of the surety shall make this disclosure. Power of Attorney shall not be accepted. Signature shall be original and notarized. Fax transmittal shall not be accepted. The disclosure must be submitted on the form located on pages SD1 - SD3 of these Specifications.

The Surety Corporation Bonds shall be furnished by only those Sureties as listed in the current US Treasury Department Circular 570 and authorized to do business in the State of New Jersey. The Bonds shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety Company and a true and correct statement of the financial condition of the said Surety Company.

Payment shall be made under:

Pay Item No. <u>Description</u> <u>Unit</u>

2.151 Bonds Lump Sum

Payment for the Performance, Payment and Maintenance Bonds shall be made at the lump sum price bid or the actual cost whichever is lower and shall be made only upon delivery of a receipted bill or bills.

#### <u>SECTION 152 – INSURANCE</u>

#### 152.03.01 Owner's and Contractor's Protective Liability Insurance

#### A. Policy Requirements

Add the following to this Subsection and delete conflicting provisions:

The Contractor shall procure and maintain for the life of the Contract and at all times thereafter when the Contractor may be correcting, removing or replacing defective work, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided, with Insurance Companies authorized to do business in the State of New Jersey. Prior to Contract execution by the Commission, the contractor shall furnish to the Engineer a Certificate or Certificates of Insurance along with certified copies of insurance policies with declaration pages, endorsements and amendments, in the form satisfactory to the Commission, showing that he has complied with this Subsection. Insurance Binders are not acceptable as a form of Insurance Certificate.

All of the policies of insurance required to be purchased and maintained and the Certificates, Declaration Pages or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be canceled, materially changed or renewal refused until at least thirty (30) calendar days prior written notice has been given to the Engineer by certified mail. All Certificates, Notices, Amendments, Endorsements or Declaration Pages shall be mailed to the Commission's Executive Director for approval before the Contract will be executed by the Commission. After approval, the Contractor shall furnish the Engineer with a certified copy of each Policy, including the provisions establishing premiums.

Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the State of New Jersey, Department of Banking and Insurance, Division of Insurance.

The Contractor shall indemnify and save harmless the Burlington County Bridge Commission, the members thereof and their successors, officers, agents, consultants, and employees of the Commission and the Engineer and their officers, consultants and employees against and from all suits and costs of every kind and description and from all damages to which the Commission or any of its officers, agents, and employees, or the Engineer, its officers, consultants, and employees may be subjected by reason of injury to the person or property of others resulting from the performance of the project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the performance of the project or through any act or omission on the part of the Contractor, or his agents, employees or servants; and he shall further indemnify and save harmless the Burlington County Bridge Commission, the members thereof and their successors, officers, agents, consultants and employees and the Engineer and their officers, consultants and

employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in or about the project or by or on account of any claim or amount recovered for any infringement of patent, trademark or copyright.

So much money as may be due or as may become due the Contractor under and by virtue of the Contract, as shall be considered necessary by the Commission, may be retained by the Commission and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the Commission. The Insurance shall cover all operations of the Contractor including any work that may be sublet.

#### **B. 1. Comprehensive General Liability Insurance**

#### Add the following:

The above required comprehensive general liability policy and excess or umbrella policy shall name the Commission, its officers, agents, consultants and employees, the Engineer and their officers, employees and others lawfully on the property as additional insured.

The policy shall be endorsed to cover damages and third party claims as specified under Subsection 107.10 Non-Third Party Beneficiary Clause.

The policy shall be endorsed to cover losses in excess of the specified limits under Subsection 108.22 Liquidated Damages for Deterring Vehicular Traffic.

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

#### Add the following:

A separate Owner's and Contractor's Protective Liability insurance policy shall be provided. The minimum limit of liability shall be \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy is to be written for the benefit of the Commission, its officers, employees and agents, the Engineer, their officers, employees, agents; they are to be named as the insured. The Contractor shall provide documentation from the insurance company that indicates the cost of this policy.

#### B. 4. Worker's Compensation and Employer's Liability Insurance

#### Add the following:

When a Contractor or Subcontractor is engaged in marine operations he shall be required to obtain U.S. Longshoremen's and Harbor Worker's coverage and maritime coverage.

#### **B. 5. Excess Liability Insurance**

The Bidder is reminded that the Standard Specifications states that the Contractor is to "Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage."

Add the following to this Subsection:

Subcontractor's Insurance

If any part of the work is sublet, insurance coverage shall be provided by the Subcontractor(s) to cover that part of the work that each has subcontracted to perform and shall be maintained during the life of each subcontract for the same minimum amounts and kinds of insurance coverage carried by the Contractor including marine risks and other special risks as required. However, if the Commission is of the opinion that the said minimum amounts of coverage appears excessive because of the extent and nature of the work to be performed by the Subcontractor, coverage of lesser amounts may be accepted.

Notwithstanding any of the above provisions, the Contractor shall remain fully responsible for the entire work under this Contract.

#### 152.04 Measurement and Payment

Delete this Subsection in its entirety and substitute the following:

Payment shall be made under:

Pay Item No. Description Unit

3.152 Insurance Lump Sum

Payment for Insurance shall be made at the lump sum price bid or the actual cost whichever is lower and shall be made only upon delivery of a receipted paid bill or bills.

#### <u>SECTION 153</u> - <u>PROGRESS SCHEDULE</u>

#### 153.01 Description

Add the following to the Subsection after the first paragraph, and delete conflicting provisions:

The Contractor shall plan and prosecute the work of this Contract and shall furnish and use as much labor and equipment as required to complete the work within the time hereinafter specified under Subsection 108.10 Contract Time.

The progress schedule shall be updated monthly. Four (4) copies of the updated progress schedule shall be submitted to the Engineer on or before the third day of each month.

As stated in Subsection 108.03 Daily Communications, a two (2) week "look ahead" work schedule shall be submitted each Friday to list the anticipated work activities to be performed during the upcoming two (2) week period.

The Engineer shall be notified of delays within seven (7) days. Should delays occur, the progress schedule shall be updated to reflect said delays. In addition, a narrative shall be prepared describing the cause of delays and the proposed method to overcome the impact of such delays on the overall project schedule.

Narratives shall be prepared and shall accompany all progress schedule updates. Narratives shall highlight critical and near critical activities and shall explain any change in the progress schedule other than the update.

Payment applications shall not be processed until the above required monthly progress schedule updates have been submitted to the Engineer.

#### 153.04 Measurement and Payment

Delete this Subsection in its entirety and substitute the following:

No separate payment for the Progress Schedule and the two (2) week "look ahead" work schedule shall be made and all costs thereof shall be included under other pay items.

#### SECTION 154 - MOBILIZATION

#### 154.04 Measurement and Payment

Add the following to the Subsection after the first paragraph, and delete conflicting provisions:

Payment for mobilization and demobilization shall be incorporated under the applicable individual Section 523 Pay Items for equipment, labor, materials and Supplementary Specification Lump Sum Task Pay Items.

No additional payment will be made for mobilization of equipment storage boxes, portable restroom facilities or other costs associated with having of the labor and equipment on-site.

If Mobilization or Demobilization is required that is outside applicable Pay Items, the Contractor shall submit pricing to the Engineer for review and prior to start. The Engineer shall review the merits of the Mobilization or Demobilization and determine if appropriate for approval.

#### **SECTION 155 - CONSTRUCTION FIELD OFFICE**

Delete this Section in its entirety without replacement

#### SECTION 156 - MATERIALS FIELD LABORATORY AND CURING FACILITY

Delete this Section in its entirety without replacement

#### SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

#### **157.03 Procedure**

#### 157.03.01 Construction Layout

Add the following to the Subsection and delete conflicting provisions:

The Contractor shall field verify all the dimensions and data provided by the Engineer. The elevations in the Contract Drawings are for reference purposes only and are from the record original design drawings of the bridge. No stakes or marks, other than the existing ones shall be considered as included in the payment for the pay items to which the work relates, and no additional compensation will be allowed.

#### 157.04 Measurement and Payment

Delete this Subsection in its entirety and substitute the following:

No separate payment for Construction Layout and Monuments shall be made and all costs thereof shall be included under other pay items.

#### <u>SECTION 159 – TRAFFIC CONTROL</u>

#### 159.01 Description

Add the following Subsection:

The work shall also include:

- Staging and control of traffic within the limits of the project, as specified herein, on the Contract Drawings and in conformance with the identified operational constraints.
- Submission and obtaining acceptance from the Engineer for the Traffic Control Plan. The Plan shall include provisions for traffic control devices, maintaining traffic and schedule of the specified lane closures. The Traffic Control Plan will conform to the latest adopted edition of the "Manual on Uniform Traffic Control Devices" (MUTCD) published by the U.S. Department of Transportation and adopted by the New Jersey Department of Transportation.
- Provisions for adequate safeguards, safety devices, protective equipment and any other needed actions to protect the life, health and safety of the public and to protect property.
- During any authorized lane or bridge closures, the Contractor shall maintain all traffic control devices as shown on the approved Traffic Control Plan.

At no time shall the Contractor obstruct the river to navigation or roadway on any of the bridges or roads to vehicular traffic except when prior permission has been duly obtained from the Engineer. In accordance with the requirements of the United States Coast Guard, warning signs are required as indicated on the Contract Drawings. The Contractor shall place these signs as directed by the Engineer in the field.

The Contractor may not impede traffic on the Pennsauken Creek Bridge except when the bridge is in motion during active jacking. Traffic may be reduced to one lane in each direction as needed to safely perform the work.

#### 159.03.02 Traffic Control Devices

Add the following to this Subsection:

Flagging, signs and all other traffic control devices furnished or provided need not be new but must be in good working condition and shall conform to the standards established in the latest adopted edition of the "Manual on Uniform Traffic Control Devices" (MUTCD) published by the U.S. Department of Transportation. The marine warning signs shall conform to the requirements of the United States Coast Guard.

All signs shall be on portable or temporary mountings available only when the lane closure is in effect. Alternatively, the Contractor may use signs mounted on posts but the Contractor must cover all these signs when lane closure is not in effect. Signs shall be in conformance with MUTCD and can be wood or aluminum.

#### 159.03.08 Traffic Direction

#### A. Flagger

Add the following to this Subsection:

The use of a flagger shall be determined by the RE and/or the Commision.

#### B. Police

Add the following to this Subsection and delete conflicting provisions:

The Commission shall provide their own police as required for temporary lane and/or bridge closures on the Project at no cost to the Contractor. No other uniform law enforcement officers shall be used.

In the event that the Contractor decides to cancel an approved temporary lane and/or bridge closure, a minimum of four (4) hours advance notice must be provided to the Commission. Furthermore, if the Commission has scheduled specific additional police officers for the temporary closures and the required minimum advance cancellation notice has not been provided, then the Contractor shall promptly reimburse the Commission in the amount of \$600.00 for each police officer.

#### 159.03.09 Emergency Towing Service

Delete this Subsection in its entirety without replacement

#### 159.03.10 Traffic Control Plan (TCP)

(New Subsection Added)

The Traffic Control Plan, a detailed narrative describing the proposed staging, traffic control procedures and traffic maintenance operations as well as plans showing the exact location of all traffic control devices, temporary barriers, signs, delineators, flashers, traffic control personnel, lane markings and signs including flashing arrow boards at each stage of the construction, shall be submitted to the Engineer for acceptance as indicated in this Subsection. The Traffic Control Plan shall be prepared by a licensed Professional Engineer in the State of New Jersey.

Three (3) copies of the Traffic Control Plan shall be submitted within fifteen (15) calendar days upon receipt of Notice to Proceed. The work shall be in strict conformance with the accepted Traffic Control Plan. Modifications shall not be permitted without written approval from the Engineer. No work shall begin until the Engineer accepts the Traffic Control Plan.

The Traffic Control Plan shall also meet the following criteria:

- 1. The Contractor shall not use areas that are within or adjacent to the project site(s) and open to traffic for placing, storing or operating equipment, materials, personnel or employee vehicles, etc. without obtaining a specific authorization from the Engineer.
- 2. The Plan shall indicate the details of temporary lighting, installation and connections to maintain the existing lighting during construction.

The Contractor shall be responsible for obtaining all Traffic Control Permits required by the local Municipality and the New Jersey Department of Transportation.

#### 159.03.11 Operational Constraints

(New Subsection Added)

The Contractor shall conduct his work in such a manner as not to interfere, unless it is a coordinated bridge or lane closure, with the free passage of vehicular traffic on the bridge or on the approaches, unless such interference is absolutely necessary for the proper execution of the work or for the protection of vehicles.

The Contractor may request nighttime temporary bridge closures between the hours of 9:00 P.M. to 5:00 A.M. subject to the approval of the Commission. All requested temporary bridge closures must be justified by the Contractor to the satisfaction of the Commission. At the Tacony-Palmyra Bridge, the Contractor may request a daytime temporary lane closure between the hours of 9:00 A.M. to 3:00 P.M. subject to the approval of the Commission. At the Burlington-Bristol Bridge, the Contractor may request daytime temporary lane closures of thirty (30) minutes or less between the hours of 9:00 A.M. to 3:00 P.M. subject to the approval of the Commission. requested and approved temporary lane closures in excess of thirty (30) minutes shall be required to be conducted between the hours of 9:00 P.M. and 5:00 A.M.

Bridge or temporary lane closure(s) shall not be permitted the day before, the day of and the day after any recognized Commission holiday.

The Contractor may not impede traffic on the Pennsauken Creek Bridge except when the bridge is in motion during active jacking. Traffic may be reduced to one lane in each direction as needed to safely perform the work.

A traffic coordination meeting shall be required to be held a minimum of 45 minutes prior to any Commission approved temporary lane or bridge closure to ensure that all involved parties have a clear understanding of the necessary traffic control to be implemented and that all required advanced activities have been completed prior to the closure. The meeting shall be held on site and shall include the Contractor, Subcontractor if applicable, the Engineer, the Commission's Police Department and any other parties deemed required by the Engineer. However, the scheduled temporary lane or bridge closure shall not commence until it has been confirmed that all parties are ready to perform their assigned tasks for the closure.

The Contractor shall obey all municipal and state laws and regulations during performance of the work.

#### 159.04 Measurement and Payment

(New Subsection Added)

Add the following and delete conflicting provisions:

No separate payment shall be made under Item 159 for Traffic Control associated with Supplementary Specification Lump Sum Task Pay Items. Payment for requirements of this section for Supplementary Specification Lump Sum Task Pay Items shall be included in the amount bid for respective Supplementary Specification Lump Sum Task Pay Items.

For tasks other than Supplementary Specification Lump Sum Tasks that require Traffic Control, a price shall be included for review and approval by the Engineer in the detailed budgetary estimate per Section 523.02. Payment will be applied based on Section 159 Pay Items as applicable or as approved in the detailed budgetary estimate. However, the Contractor or Engineer may request to renegotiate the Unit Bid Price for the use of traffic control devices in excess of 14 consecutive days. Payment for all other requirements of this Section to be incorporated in applicable Pay Items.

Add the following and delete conflicting provisions:

Pay Item No.	Description	Unit
4.159.01	Drum	Per 25/Day
4.159.02	Traffic Cone	Per 25/Day
4.159.03	Construction Sign	Each/Day
4.159.04	Flashing Arrow Board	Each/Day
4.159.05	Traffic Control Truck w Mounted Crash Cushion	Each/Day

#### **SECTION 160 - PRICE ADJUSTMENTS**

#### 160.03 Procedure

#### 160.03.01 Fuel Price Adjustment

Delete this Subsection in its entirety and substitute the following:

No pay items of this Contract are eligible for fuel price adjustment and the provisions of this Subsection shall not apply to this Contract. There will be no additional payment for fuel price adjustment.

# DIVISION 500 - BRIDGES AND STRUCTURES

#### <u>DIVISION 500 – BRIDGES AND STRUCTURES</u>

#### <u>SECTION 504 – STRUCTURAL CONCRETE</u>

(REVISED SECTION)

#### 504.01 DESCRIPTION

Add the following to the beginning of this subsection:

The concrete work under this contract includes repair and replacement of concrete construction in connection with maintenance work for the bridges and other facilities owned and/or operated by the Commission and Burlington County as outlined in Subsection 104.01 Intent of the supplementary specifications.

#### 504.04 MEASUREMENT AND PAYMENT

Delete this subsection in its entirety and substitute the following:

Payment for structural concrete will be made in conformance with Section 523, Supply of Materials, Tools, Equipment and Labor of the Supplementary Specifications, except where work is detailed on Plans as part of a Lump Sum Task Pay Item.

#### **SECTION 506 - STRUCTURAL STEEL**

#### (REVISED SECTION)

#### 506.01 Description

Add the following to this subsection and delete conflicting provisions:

The structural steel work under this contract includes furnishing, fabricating, erecting and repairing steel structures and equipment and steel work in connection with the maintenance of the bridges, equipment and other facilities owned and/or operated by the Commission as well as those of Burlington County as outlined in Subsection 104.01 intent of the supplementary specifications.

The work shall also include pack rust removal in excess of one-half (1/2) inch at areas designated and directed by the Engineer. The pack rust shall be removed by hand and power tools in accordance with SSPC-SP2 and SSPC-SP3 from the corroded interface(s) of steel plates. Remove deformed rivets and replace with high strength bolts. Apply Steel reinforced epoxy putty in areas with surface section loss as indicated on the repair plans. Apply paint prime coat at the interface and place splash zone compound if necessary at the open gap prior to tightening of the bolts. Use Carboline KOP-COAT A-788 splash zone mastic or approved equal.

#### **506.02 Materials**

Add the following to this Subsection:

- 1. Threaded rods shall conform to ASTM F1554 Grade 36, unless specified otherwise.
- 2. All structural steel materials and fabrication shall confirm to Section 906. Structural steel shall conform to ASTM A709 (AASHTO M270), Grade 50, unless specified otherwise.
- 3. All fasteners shall conform to ASTM A325 (AASHTO M164), unless specified otherwise. All washers shall conform to ASTM F436.

#### 506.03 Construction

#### 506.03.01 Structural Steel

#### D. Erecting

Add the following to the Subsection at the end of paragraph 4. and delete conflicting provisions:

Where new steel is to be connected to existing steel, the existing surfaces shall be

cleaned to bare steel of all paint, loose rust and other foreign material prior to installation of new material. Existing paint shall be cleaned from all areas within 2 inches of bolts. Apply paint prime coat at all existing steel surfaces before making any connections.

#### E. Installing High-Strength Steel Bolts

Add the following to this subsection and delete conflicting provisions:

Where bolts are to be installed to provide a bolted connection replacing the existing rivet connection or cracked welded connection, the existing rivet shall be removed properly, and the weld shall be removed by grinding the existing weld.

Upon removal of the existing rivets or weld, the base of the metal around the weld shall be examined for surface irregularities and deterioration. All oxidized material, nicks, burrs, steel peaks and cusps that would interfere with the setting of bolt heads, nuts and washers shall be removed. High-strength steel bolts with nuts and washers shall then be used to provide, as a minimum, the strength of an ASTM A325 bolt of the diameter used in the repair. Any damage to the structure during weld removal operations shall be immediately repaired to the satisfaction of the Engineer prior to the installation of any bolts at no cost to the Commission.

#### **506.03.02** Bearings

C. Installing Bearings. Add the two paragraphs to the beginning of the section:

Install bearings as follows: All fixed steel plate bearings at the abutments of the River Road over Pennsauken bridge shall be replaced in-kind. The new steel bearings shall be fabricated based on the construction drawings as well as the field obtained measurements for each of the bearing assembly.

Contractor shall survey the dimensions of the existing pedestals and top of the pedestals elevations before removing the steel bearings.

1. Anchor Bolts. Add this to the beginning of the first paragraph:

Existing bearing anchor bolts should be cored out with a minimum 3 inch diameter core bit before installing the new anchor bolts. Provide anchor bolts in abutments for bearings that are placed in holes drilled in the existing concrete and fill the hole with non-shrink grout. While drilling holes to cast bolts in, core drill the holes at least 3 inch in diameter. Ensure that the reinforcement steel in the pedestals and pier cap is not damaged during core drilling.

2. Bridge Seat Bearing Areas. Add this to the beginning of the paragraph:

Existing bearing pedestals shall be inspected by the contractor and the site inspector to determine if any pedestals require repairs or replacement. If required,

all concrete repairs shall be performed as details on the construction plans and as indicated in Section 559.

3. Setting Bearings. Replace this section with the following:

Allow for the effect of stress deformation and temperature changes when setting bearings. Use swedged or threaded anchor bolts to ensure a secure grip upon the non-shrink grout used to embed them in the holes. Accommodate superstructure gradients with beveled sole plates.

#### 506.03.06 Cleaning and Painting

#### General

A complete coating system of Carboline Carbomastic 90 Aluminum Epoxy Mastic or approved equal and Carboline Carbothane 133 LH finish coat or approved equal shall be used for painting all new structural steel under this contract unless specifically specified otherwise.

Epoxy mastic shall not be applied to surfaces that will be in contact with freshly placed concrete. One coat of Carboline 858 zinc rich primer or approved equal shall be applied instead. Contact Surfaces Contact surfaces at connections, joints and splices made with high strength bolts shall be free of oil, paint and lacquer. The contact surfaces of existing steel shall be cleaned in accordance with the requirements of SSPC-SP2 Hand Tool Cleaning and/or SSPC-SP3 Power Tool Cleaning.

No separate payment will be made for cleaning contact surfaces, as defined above, and costs for such cleaning shall be considered as included in the cost for the new material being installed. Number of Coats and Film Thickness

The dry film thickness of the paint at any point shall not be less than the following:

First epoxy mastic coat 5.0 Mils (127 micrometers)

Second epoxy mastic coat 3.0 Mils (76 micrometers)

Finish coat 2.0 Mils (51 micrometers)

For the 3 Coat System 10.0 Mils + 2.0 Mils / - 0.0 Mils

(254 +51/0 micrometers)

#### Color

The finish coat shall match the color of the existing finish coat as closely as is practicable.

The prevalently used finish coat color on the bridges is medium gray which is similar to Color Chip No. EA-16187 of the Aerospace Material Specifications Standard 595 and

green which is similar to Color Chip No. EA-24172 of Aerospace Material Specifications Standard 595.

#### 506.04 Measurement and Payment

Delete this Subsection in its entirety and substitute the following:

Payment for Structural Steel will be made in conformance with Section 523 Supply of Materials, Tools, Equipment and Labor of the Supplementary Specifications except where work is detailed on Plans as part of a Lump Sum Task Pay Item.

The dollar amount listed on the bid sheet under Item 506, Pack Rust Removal and Rehabilitation is intended as an estimated contingency dollar amount for as-directed pack rust removal.

#### SECTION 514 - TEMPORARY STRUCTURES (6.514)

(REVISED SECTION)

#### 514.04 Measurement and Payment

Add the following to the beginning of the Subsection and delete conflicting provisions:

This work shall be paid, if and when directed, for Temporary Structures as described in Supplementary Specification Section 534.04, except where structures are required for work as detailed on Plans as part of a Lump Sum Task Pay Item.

Temporary structures shall be priced and submitted as a lump sum when applicable as part of the budgetary estimate required per Supplementary Specification Section 523.02. The Engineer shall review the merits of the Temporary Structures costs for each authorized work task.

Approved costs for temporary structures shall be applied to this Pay Item where applicable. The dollar amount listed on the bid sheet for Item 514, Temporary Structures is as an estimated contingency dollar amount for as-directed temporary structures.

#### SECTION 523 - SUPPLY OF MATERIALS, TOOLS, EQUIPMENT AND LABOR

(REVISED SECTION)

#### 523.01 Description

The work consists of repairs to the various members and components of the bridges, equipment and other facilities owned and/or operated by the Burlington County Bridge Commission.

Whenever the need or occasion may arise, the Commission will require the Contractor to supply the materials, tools, equipment and labor needed to perform the repair work. In the event such supplies require items not provided for in the Schedule of Bid Prices, Contractor shall be reimbursed as specified in Subsection 523.06 Terms of Payment of these Supplementary Specifications.

The nature of the repair work shall include, but not be limited to, the following:

- 1. Repairing the structural components and machinery of the bridges, equipment, and other facilities as outlined in Subsection 104.01 Intent.
- 2. Removal of steel components by use of equipment listed herein.
- 3. Fabrication of bridge components such as railings, light poles, parts for machinery for movable bridges, steel wire ropes, expansion joints and structural members.
- 4. Erecting bridge elements and machinery and bridge members including stringers, diaphragms, railings, light standards, gears, bearings, shafts, sheaves, counterweight wire rope, roadway, grating, reinforcing steel for concrete deck, steel cover plates and expansion joints.
- 5. Perform emergency concrete deck repairs in the event of deck failure such as installing temporary cover plates, removal and replacement of sections of concrete deck slabs and repair of potholes and through holes.

Work of emergency nature will require the Contractor to have available on four (4) hour notice any of the materials, tools, equipment and personnel necessary to complete the repair work in a minimum of time. Emergency work may occur during any day of the year and at any time of day or night. Normally, notice for work will be given as much in advance as possible. However in extreme emergencies, the Contractor must be capable of supplying labor and equipment immediately. Interruption of bridge traffic during peak hours must be kept to a minimum and will require that work on the bridge be performed at times approved by the Engineer.

Touch up maintenance painting shall include cleaning and repainting of areas of deteriorated paint or any portion or portions of the bridges, equipment and other facilities owned and/operated by the Commission.

#### 523.02 Work Procedures

For each of the conventional maintenance job/task/project to be assigned to the Contractor, the Engineer shall initially explain the particular work and provide, if any, sketches, drawings, etc., related to the work. The Contractor shall be required to prepare a written detailed budgetary estimate indicating the labor, materials and equipment required and the total not-to-exceed cost to complete the job/task/project for review and approval by the Engineer prior to start of work.

Budgetary estimate shall be based on Proposal and Schedule of Bid Prices where applicable and in accordance with NJDOT Standard Specifications Force Account provisions as modified by Supplementary Specifications, Section 523.

No time will be charged by the Contractor for the preparation and negotiations of such estimates and cost thereof will be included in the various items bid on this project. The Contractor shall be reimbursed for Working Drawings and certain submittals in accordance Supplementary Specifications Section 105.5 Working Drawings.

In all conditions, an approved not to exceed budget shall be established prior to start of work. Such procedures shall be followed for all job/task/project assigned under this Contract.

#### **523.03 Materials**

The materials for the work shall be as specified in applicable sections of these Plans, Supplementary Specifications, NJDOT Standard Specifications and as specified by the Engineer.

The Contractor shall receive a five percent (5%) mark-up on all subcontracted work. Materials shipped out for processing, such as galvanizing shall be considered as subcontracted work, for which the Contractor shall receive five percent (5%) mark up on the total invoice for galvanizing.

#### 523.04 Tools and Equipment

The Contractor agrees to furnish or have available ready for use the tools and equipment listed below or as required for a specific job/task/project but not listed hereunder. The Contractor shall be reimbursed for Items not listed on the Proposal and Schedule of Bid Prices in accordance with Subsection 523.06 Terms of Payment.

The Contractor further agrees that the price bid for the listed tools and equipment include all the necessary appurtenances, fuel, accessories, storage and yard facilities and incidentals associated or used with these tools and equipment. For example, price bid for drill shall also include typical roto-broach bits, etc. The Engineer shall determine what shall be considered typical for each tool and equipment and his decision shall prevail.

All the other necessary requirements on a construction site including portable restroom facilities, storage containers, hand tools, gages, safety belts, harnesses, respirators and expendable items shall be included in the price bid for the various pay items of this project and no separate payment will be made. Site requirements specified in accordance with Federal, State or local regulations shall be included in the price bid and no separate payment will be made.

All temporary structures including traditional staging, motorized staging, scaffolding, staging, rigging of suitable type shall be reimbursed under Section 514 Temporary Structures as reviewed and approved by the Engineer. Only the hours in actual use shall be considered for payment. If applicable, the rental of temporary structures shall be predetermined and accepted by the Engineer. In case of an emergency, such rates will be negotiated later or determined in accordance with the NJDOT Standard Specifications Force Account provisions as modified by the project's Supplementary Specifications.

The Contractor shall also demonstrate to the Commission that he has sufficient resources to mobilize and procure the tools and equipment on a rental or borrow basis without any loss of time or quality.

A partial listing of equipment is as follows:

#### 1. Crane (10 ton capacity).

This item is to be bid as the hourly rate for a crane up to 10-ton capacity. Payment to be based on actual hours used. Need for cranes in excess of 10-ton capacity shall be discussed and approved by the Engineer prior to use.

#### 2. Pick-up truck.

This item is to be bid as the hourly rate for the pickup/tool truck anticipated to be used on a semi-regular basis. Payment to be based on actual hours used.

#### 3. Flat Bed Truck.

This item is to be bid as the hourly rate for the stake body truck anticipated to be used on a semi-regular basis. Payment to be based on actual hours used.

#### 4. Van truck (Box style).

This item is intended to be bid as the hourly rate for the utility/tool truck anticipated to be used on a semi-regular basis. Payment to be based on actual hours used.

#### 5. Work boat – up to 20'.

This item is to be bid as the hourly rate for an access or safety boat as needed. Payment to be based on actual hours used. Need for boats in excess of 20' length shall be discussed and approved by the Engineer prior to use.

#### 6. Work barge – up to 10' x 20'

This item is to be bid as the hourly rate for any work barge of the specified dimension. Payment to be based on actual hours used. Need for barges in excess of the specified dimension shall be discussed and approved by the Engineer prior to use.

#### 7. Winch.

This items to be bid as the hourly rate for a standard winch up to 5 ton capacity. Payment to be based on actual hours used. Need for winch in excess of 5 ton to be discussed and approved by Engineer prior to use.

#### 8. Handheld Coring drill.

This item is to be bid as the hourly rate for a handheld concrete coring drill up to 4" diameter. Payment to be based on actual hours used.

#### 9. Welding equipment

This item to be bid as the hourly rate for a complete welding equipment unit including the mounting rig and weld metal capable of being operated from the bridge. Payment to be based on actual hours used.

#### 10. Gas burning equipment

This item to be bid as the hourly rate, each, for gas burning equipment, including gas supply. Payment to be based on actual hours used.

- 11. Hydraulic Jacks (up to 100 tons), solid cylinder type not less than two (2) of each size. Payment to be based on actual hours used.
- 12. Hydraulic Jacks (up to 100 tons), hollow cylinder type, not less than two (2) of each size. Payment to be based on actual hours used.

#### 13. Complete machine shop facilities

This item to be bid as the hourly rate for complete machine shop facilities (including lathe, planer, milling machine, radial drill press and shop machines). Payment to be based on actual hours used.

#### 14. Steel bridge roadway cover plates, up to size 10' x 5' x 1"

This item to be bid for each plate of the specified size per day. Payment will be made on the total daily rate or material cost of the plate including markup, whichever is less.

#### 15. Steel bridge roadway cover plates, up to size 10' x 12' x 1"

This item to be bid for each plate of the specified size per day. Payment will be made on the total daily rate or material cost of the plate including markup, whichever is less

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#### 16. Magnetic drill press and accessories.

This item to be bid for hourly use of magnetic drill press machine and all related accessories. Payment to be based on actual hours used.

#### 17. Calibrated torque wrench.

This item to be bid for hourly rate, each, of calibrated torque wrenches for permanent bolting. Payment to be based on each for actual hours used.

#### 18. Grout pump.

This item to be bid for hourly rate for each group pump. Payment to be based on actual hours used.

#### 19. Electric and air impact wrenches.

This item to be bid as the hourly rate, each, for electric or air impact wrenches. Payment to be based on actual hours used.

#### 20. Portable air compressor mounted on pneumatic tires,

This item to be bid as the hourly rate for portable air compressor with a capacity of at least 75 cfm at 105 psi capable of being located on bridge sidewalk. Need for air compressor in excess of specified capacity shall be discussed and approved by the Engineer prior to use.

#### 21. Electric and air powered grinding tools.

This item to be bid as the hourly rate, each, for electric or air powered griding tools. Payment to be based on actual hours used.

#### 22. Gasoline powered portable radial cut off machine.

This item to be bid as the hourly rate for gasoline powered portable radial cut off machine including gas and accessories. Payment to be based on actual hours used.

#### 23. Complete facilities for heli-arc welding in the field

This item to be bid as the hourly rate for complete facilities for heli-arc welding of aluminum bridge handrailing, aluminum light poles, and other aluminum construction in the field. Payment to be based on actual hours used.

#### 24. Portable gasoline engine driven electricity generator.

This item to be bid as the hourly rate for the portable generator anticipated for semiregular use for typical tool and equipment needs. No generator use outside this bid item will be paid unless prior approval of the Engineer is obtained. Payment to be based on actual hours used.

#### 25. Portable light towers.

This item is to be bid as the hourly rate, each, for portable lighting requirements as specified in Supplementary Specifications Section 108.06, Nighttime Operations

#### 26. Manlift/ Boom Lift 45-60 ft Reach

This item is to be bid as the hourly rate of a boom lift of the specified reach. Need for boom lift in excess of specified reach shall be discussed and approved by the Engineer prior to use. Payment to be based on actual hours used.

#### 27. Manlift/ Boom Lift > 60 ft Reach

This item is to be bid as the hourly rate of a boom lift of the specified reach. Need for boom lift in excess of specified reach shall be discussed and approved by the Engineer prior to use. Payment to be based on actual hours used.

#### 523.05 Labor

The Contractor agrees to furnish and have available field and shop labor for removing, placing and finishing concrete and for removing, repairing, fabricating and erecting steel components including machining of steel. The field and shop labor shall consist of crew experienced in the required skill and be available for work on short notice. The crew shall be experienced in bridge work, capable of climbing and working at any location on the steel structure of the Tacony-Palmyra Bridge, Burlington-Bristol Bridge, Riverside-Delanco Bridge and other bridges and facilities owned and operated by the Commission.

Each crew shall consist of a working foreman and in the event multiple crews are used, an overall working foreman shall also be designated. The working foreman or the overall working foreman as the case may be of the crew shall be considered as the Contractor's designated representative in the field and shall be responsible for all communication between the Contractor and the Engineer in the field.

#### **523.06 Terms of Payment**

The quantities for labor, equipment, and material under Section 523 Pay Items will be made, based on actual hours spent in performing the work.

Mobilization and Demobilization shall be bid in accordance with Supplementary Specification 154.04, Measurement and Payment

Labor hour reimbursement shall include the typical "coffee breaks" for the workers but not "meal breaks".

The price bid for tools and equipment shall include all incidentals, appurtenance, fuel, accessories and mounting rigs used or associated with the respective tools and equipment and no separate payment shall be made for them. All the customary expendable items associated with a particular tool and equipment shall be considered in the price bid for it. In case of conflict in determining the customary items, blue book, trade practices and other sources shall be cited and considered. The Engineer's decision shall prevail.

No payment shall be made for trucks and other vehicles used only for storing equipment.

The truck used by the foreman shall not be paid for the full day but only for the actual time in use. In the event no specific number of hours per day in use is provided, it shall be considered at the rate of two (2) hours per day in use. In the event of multiple crews at different Commission bridge sites, the truck shall be considered as used for full day. Equipment that is truck or trailer mounted shall be considered as one (1) unit and the payment for the equipment shall include all the cost thereof.

The payment for equipment will be only for the units of equipment actually required to perform a specified work of the project. Usage of yards and other storage facilities shall be included in the price bid and no separate payment shall be made for them.

No separate payment will be made for small tools and appurtenances, and expendables that are considered as "tools of trade" but the cost of their use shall be included in the price for those items already set forth.

Quantities of the above Items pertaining to field labor and shop and field tools and equipment charges shall be approved by the Engineer prior to the Contractor leaving the project each day. All requests for partial payment shall be accompanied by daily report(s). No payment shall be released in absence of these report(s).

Quantities of the above Items pertaining to field labor and shop labor charges shall be in accordance with and supported by certified payrolls submitted to the Engineer. Approval by the Engineer of the submitted shop labor certified payrolls will be required before payment for shop labor charges will be made.

Supply of all labor, materials, tools and equipment not listed in the Schedule of Bid Prices but required for a particular task/job/project or as directed by the Engineer shall be reimbursed in accordance with mutually agreed upon rates as accepted by the Engineer. If no agreement is reached, the rates shall be in accordance with the Force Account provisions of the NJDOT Standard Specifications as modified by the project's Supplementary Specifications except for tools and equipment. The unit rates for tools and equipment shall be rates as determined using force account provisions with a ten (10) percent profit allowed on the determined rate. In case of an emergency, such rates will be negotiated later or determined in accordance with force account provisions.

Technical services and other specialized services as provided by other vendors shall be fully reimbursed to the Contractor as a pass-through cost wherein no markups will be added. The Contractor must seek prior authorization before soliciting such services to be considered for payment. The payment will be made under the 523 Pay Item for Services.

## DIVISION 550 – STRUCTURE REHABILITATION

#### **DIVISION 550 - STRUCTURE REHABILITATION**

### <u>SECTION 551 – BRIDGE DECK REHABILITATION</u> <u>551.01 DESCRIPTION</u>

Add the following to the end of this subsection:

The contractor shall be prepared to obtain the materials and equipment to perform conventional or emergency repairs as directed by the engineer as outlined in Subsection 104.01 intent of the supplementary specifications.

#### **551.04 MEASUREMENT AND PAYMENT**

Delete this subsection in its entirety and substitute the following:

Payment for bridge deck rehabilitation will be made in conformance with Section 523 Supply of materials, Tools, Equipment and Labor of the Supplementary Specifications.

#### <u>SECTION 554 – PAINTING EXISTING BRIDGES</u>

#### 554.01 Description

Add the following to the end of the section:

This work shall consist of surface preparation and touch-up painting of exposed steel surfaces on portions of existing structural steel members, removed or damaged during the prosecution of work of this contract and individual areas of deteriorated paint as indicated on the Contract Drawings and in conformance with the Contract Specifications.

The work shall also include spot painting of failed areas as designated and directed by the Engineer.

#### **554.02** Materials

Add the following as this first paragraph and delete the reference to Section 912.01.01:

The first coat shall be Rustbond Penetrating Sealer SG/WG or approved equal.

The second coat shall be Carbomastic 90, Aluminum Epoxy Mastic or approved equal. Depending on the condition of the existing paint on a member, this second coat shall be reduced in size or even completely eliminated. Unless directed otherwise, the Contractor shall propose in their Plan of Operations on the size of this second coat and obtain Engineer's acceptance prior to the application of paint.

The third or finish coat shall be Carbothane 133 LH or approved equal and the color shall match the color of the existing finish coat as closely as is practicable.

The prevalently used color on bridges is medium gray which is similar to Color Chip No. EA-16187 of the Aerospace Material Specifications Standard 595 and green which is similar to Color Chip No. EA-24172 of Aerospace Material Specifications Standard 595.

The above system shall not be used for surfaces that will be in contact with freshly placed concrete. One coat of Carbozinc 858, zinc rich primer or approved equal shall be applied instead.

All of the above specified coatings are manufactured by Carboline Company or approved manufacturer.

#### 554.03 Construction

#### 554.03.02 Cleaning and Painting

Add the following to the end of this Subsection:

Surfaces to be cleaned and painted include the following steel surfaces:

- 1. Around areas on existing steel where new material is connected.
- Areas of existing steel from which materials are removed and no new material is added.
- 3. Areas where painted surface coatings on both new and existing steel surfaces are damaged during construction.
- 4. Miscellaneous exposed surfaces of individual areas of deteriorated paint on portions of members.

The designated spot painting areas shall be cleaned by hand and power tools in accordance with SSPC-SP2 and SSPC-SP3.

#### 554.03.02 A. Protection of Environment, Structure, Person, and Property

Add the following to the end of this Subsection:

The Contractor is hereby advised that the existing paint systems on the bridges and/or facilities may include red lead or basic lead silica chromate paint or both as components. The Contractor is to verify the presence of lead-based paint or lack thereof at the locations of work. The Contractor shall be in conformance with the regulations promulgated by the New Jersey Department of Health. If lead-based paint is present on the bridge, the Contractor shall be licensed and certified for lead abatement/removal and all workers engaged in this work should be formally trained and tested for this work.

The Commission's assigned hazardous waste United States Environmental Protection Agency Identification Number for the:

Tacony-Palmyra Bridge	NJR000046300
Tacony-Palmyra Bridge Maintenance Building	NJR000046276
Burlington-Bristol Bridge	NJR000046318
Riverside-Delanco Bridge	NJR000046250
Route 73 Overpass Bridge	NJR000046284
Pennsauken Creek Bridge	NJR000046243
Swede Run Bridge	NJR000046268

#### 554.03.02 E. Coating Thickness,

#### b. Organic Zinc Coating System

Add the following to the end of Subsection:

All surfaces in full contact with new existing steel shall be coated with one (1) coat of primer as directed. The dry film thickness of the zinc rich primer shall be 2.5 to 4.0 Mils (64 to 102 micrometers).

#### 554.04 Measurement and Payment

Delete this Subsection in its entirety and substitute the following:

Painting existing bridges shall not be measured and no separate payment shall be made.

No separate payment for Painting Existing Bridges shall be made and all costs thereof shall be included under the Structural Steel repairs at Tacony Palmyra Bridge Item 14.557

#### 554.05 Painting Galvanized Surfaces

(New Subsection Added)

Damaged galvanized surfaces shall be repaired as specified under Subsection 506.03.06 Repair Galvanizing.

#### END OF SECTION 554

#### <u>SECTION</u> <u>556</u> – <u>STRUCTURAL</u> <u>STEEL</u>

#### (NEW SECTION ADDED)

#### 556.01 Description

The structural steel work under this contract includes furnishing, fabricating, erecting and repairing steel structures and equipment and steel work in connection with the maintenance of the bridges, equipment and other facilities owned and/or operated by the Commission as well as those of Burlington County as outlined in Subsection 104.01 intent of the supplementary specifications. All work to comply with Section 506.

This section is for the structural steel repairs that are not included in the lump sum structural steel repair items.

#### 556.03 Construction

#### 556.03.01 Structural Steel

#### 556.03.01 D. Erecting

Where new steel is to be connected to existing steel, the existing surfaces shall be cleaned to bare steel of all paint, loose rust and other foreign material prior to installation of new material. Existing paint shall be cleaned from all areas within 2 inches of bolts.

#### 556.03.01 E. Installing High-Strength Steel Bolts

Where bolts are to be installed to provide a bolted connection replacing the existing rivet connection or cracked welded connection, the existing rivet shall be removed properly and the weld shall be removed by grinding the existing weld.

Upon removal of the existing rivets or weld, the base of the metal around the weld shall be examined for surface irregularities and deterioration. All oxidized material, nicks, burrs, steel peaks and cusps that would interfere with the setting of bolt heads, nuts and washers shall be removed. High-strength steel bolts with nuts and washers shall then be used to provide, as a minimum, the strength of an ASTM A325 bolt of the diameter used in the repair. Any damage to the structure during weld removal operations shall be immediately repaired to the satisfaction of the Engineer prior to the installation of any bolts at no cost to the Commission.

#### 556.03.06 Cleaning and Painting

#### General

A complete coating system of Carboline Rustbond Penetrating Sealer SG/WG or approved equal, Carboline Carbomastic 90 Aluminum Epoxy Mastic or approved equal and Carboline Carbothane 133 LH finish coat or approved equal shall be used for painting all new structural steel under this contract unless specifically specified otherwise. See Section 554 Painting Existing Bridges.

Epoxy mastic shall not be applied to surfaces that will be in contact with freshly placed concrete. One coat of Carboline 858 zinc rich primer or approved equal shall be applied instead.

#### **Contact Surfaces**

Contact surfaces at connections, joints and splices made with high strength bolts shall be free of oil, paint and lacquer. The exposed surface of the steel members shall be cleaned in accordance with the requirements of SSPC-SP2 Hand Tool Cleaning and/or SSPC-SP3 Power Tool Cleaning at the time of installation. No separate payment will be made for cleaning contact surfaces, as defined above, and costs for such cleaning shall be considered as included in the cost for the new material being installed. Contractor shall apply one coat of primer such as Carboline 858 zinc rich primer or approved equal at the contact surfaces of the bolted connections after cleaning. Refer to NJDOT specification Section 906.06.04 (Paint application).

#### Number of Coats and Film Thickness

The dry film thickness of the paint at any point shall not be less than the following:

First epoxy mastic coat	5.0 Mils (127 micrometers)
Second epoxy mastic coat	3.0 Mils (76 micrometers)
Finish coat	2.0 Mils (51 micrometers)
For the 3 Coat System	10.0 Mils + 2.0 Mils / - 0.0 Mils
(254 +51/0 micrometers)	

All contact surfaces with freshly placed concrete shall be coated with one coat of Carboline 858 zinc rich primer or approved equal in lieu of the three (3) coat system. The dry film thickness of the zinc rich primer shall be 2.5 to 4.0 Mils (51 to 102 micrometers).

#### Color

The finish coat shall match the color of the existing finish coat as closely as is practicable.

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The prevalently used finish coat color on the bridges is medium gray which is similar to Color Chip No. EA-16187 of the Aerospace Material Specifications Standard 595 and green which is similar to Color Chip No. EA-24172 of Aerospace Material Specifications Standard 595.

#### 556.04 Measurement and Payment

Payment for Structural steel will be made in conformance with Section 523 Supply of Materials, Tools, Equipment and Labor of the Supplementary Specifications.

**END OF SECTION 556** 

#### <u>SECTION 559</u> <u>REPLACE EXISTING BEARINGS AT RIVER ROAD (CR 543)</u> OVER PENNSAUKEN BRIDGE ABUTMENTS

(Section Added)

#### 559.01 Description

This work is the replacement in-kind of the existing steel plate fixed bearings assembly on the River Road (CR 543) bridge over Pennsauken Creek abutments as indicated on the contract drawings, and furnishing and installing new anchor bolts. Work also including but not limited to shop priming steel plates, field welding and painting where required, and the repair or replacement of the existing concrete pedestals.

All of this work shall be as indicated on the Contract Drawings and in conformance with the Contract Specifications.

#### 559.02 Materials

Obtain material and perform work in accordance with NJDOT Standard Specifications All individual components shall conform to the respective specifications including the following sections of:

- Section 504 Structural Concrete
- Subsections 504.03.03 and 912.02.02 Epoxy Waterproofing
- Section 554 Painting Existing Bridges
- Section 905- Reinforcement materials
- Section 907- Bearing Assemblies
- Section 906 Structural Steel
- Section 908- Bolts and bolting material
- Section 903.08.02.A Non-Shrink Grout

All temporary and permanent structural steel shall be in conformance with the requirements of Section 506, Steel Structures, of the Contract Specifications.

All new steel bearings used shall be Grade 50 steel. All bearings shall meet the requirements of this contract and as detailed on the contract drawings.

#### 559.03 Construction

#### 559.03.01 Preparatory Work

This item includes the preparatory work at all bearing locations for this project as shown on the plans. Following the bearing removal at the Abutments; contractor to inspect existing concrete pedestals after the bearing removals and perform any required concrete repairs as per the concrete repair details provided on the plans, and as directed by the field inspector.

If the condition of the pedestals warrants a replacement, the replacement pedestal shall have dimension matching existing. Contractor to preserve the existing pedestals reinforcement and add additional reinforcement if required based on the condition of the existing reinforcement.

If any of the existing reinforcement is damaged, the contractor shall add additional epoxy coated reinforcement to match existing as shown on the construction plans. This work shall also include the furnishing, fabrication, and installation of any temporary support systems, falsework, temporary working platforms, temporary debris control shields, shop fabrication and painting of all new steel components, painting of existing steel at the contact surface with the proposed steel bolster, acquisition of the tools and equipment necessary to complete the work, as well as the proper disposal of waste.

Additionally, this work includes the support services needed during construction such as safety boat and associated personnel required for work over water. All concrete bearing pedestals replacement shall be Class A concrete with Class Design Strength (28 days), of 4,600 psi. All concrete repairs material shall be quick setting patch material that is listed on NJDOT QPL.

After the completion of any concrete repairs or replacements to the pedestals, apply epoxy waterproofing to abutments seats including pedestals, and extend 6" min into the abutments backwalls and stems.

Preparatory work shall be done in strict conformance to the outlined procedure and sequence provided on the Contract Drawings. Notwithstanding any provisions of this Contract, the contractor is required to provide the detailed procedure conforming to the outlined procedure and sequence of work provided along with his proposed procedure for the installation of the new bearings.

#### 559.03.02 Bearing Replacement

Replace existing bearings at the Abutments in coordination with Section 560-Jacking Bridge Superstructure, and according to the suggested bearing replacement sequence on the construction plans.

#### 559.04 Measurement and Payment

The required Jacking Bridge Superstructure (Section 560), and Maintenance and Protection of Traffic (Section 617) are incidental to this pay item (16.559).

Pay Item No.	<u>Pay</u> <u>Item</u>	<u>Unit</u>
14.559	Replace Fixed Bearings at River Road	Lump Sum
	(CR 543) over Pennsauken Creek bridge abutments	

Removal and disposal of the existing bearings is considered incidental to the applicable bearing replacement item.

### **END OF SECTION 559**

#### <u>SECTION 560 – JACKING BRIDGE SUPERSTRUCTURE</u>

(Section Added)

#### 560.01 Description

This work includes all labor, material, and equipment necessary to design, fabricate, install, operate, maintain, and subsequently removal, and disposal of hydraulic system of jacks, pumps, and other necessary appurtenances associated with temporary jacking of the bridge.

This section is incidental to Section 559 - Replace Fixed Bearings at River Road (CR 543) over Pennsauken Creek bridge abutments.

#### 560.02 Materials

 Obtain material and perform work in accordance with NJDOT Standard Specifications including the following sections of:

Section 906 - Fabricated Structural Steel

- Hydraulic Jacks Provide jacks with calibrated hydraulic pressure gauges and a minimum rated capacity of twice (2 times) the required, non-factored (service) Dead Loads. The rated capacity of each jack is to be clearly shown on the manufacturer's name plate. Provide jacks capable of providing long-term lift stability. Certify that all jacks have been inspected, tested, and calibrated no longer than 3 months prior to use on this structure. Lockout type hydraulic jacks are permissible.
- Temporary Jacking stools or timber cribbing.
- Jacking materials are to be specified by the Professional Engineer registered in the State of New Jersey preparing the design of the jacking scheme. The specified materials are not to be considered approved until the design is approved by the Commission's Representative and/or Reviewer.

#### **560.03 Design**

Submit a method of jacking for approval a minimum of four weeks before jacking operations begin. Do not order materials or begin work until the jacking scheme design and materials are approved by the Department's Engineer.

Submit design calculations, drawings, and details of the proposed jacking system sealed by a Professional Engineer registered in the State of New Jersey, for approval. Include in this submission the following minimum items:

a. Erection scheme and detailed sequence of conducting the work coordinated

- with other related work items.
- b. Size, capacity, and positioning of jacking equipment.
- c. Temporary support framing and connection details.
- d. Jacking plate sizes and thicknesses.
- e. Substructure analysis where applicable.
- f. Indicate work required to be completed prior to the support operation being performed.
- g. Written narrative describing the jacking procedure and when work is to be performed. Include the construction sequence, rate of jacking, anticipated loads, restrictions for wind, weather, locations of travel lanes relative to the work, etc.
- h. Provide detailed drawings of the jacking and temporary support system. Include on the drawings design dimensions, limits of work, elevations, anticipated loads, material, member sizes, connection details, shim/blocking details, lateral restraints, capacity of jacks with safety factor noted, foundation system, subsurface preparation, modifications to the existing structure and details of the proposed repair work to be performed.
- Include catalog cuts of manufactured products, which clearly state the capacity strength, safe working load, allowable working stresses or load, etc., for that product or material.
- j. Perform calculations showing that all components of the support system and false work are not overstressed and are stable for all combinations of loads. using Allowable Stress Design criteria.
- k. Include analysis of existing bridge components/connections and design/details of existing bridge member modifications if needed. Assume no welding to existing girders will be permitted unless approved by the Engineer. Include in these calculations the effect of wind and all other transverse and longitudinal forces on the structure in accordance with Section 3 of AASHTO LRFD Bridge Design Specifications, 8th Edition, 2017 and NJDOT Design Manual for Bridges & Structures Sixth Edition, 2016.
- I. Evaluate the impact of jacking the existing structure based upon the means and methods of the Contractor including vertical displacements to transverse and longitudinal members as well as reactions of jacking and cribbing upon substructure units. Show all assumptions, material specifications, and references clearly. Include calculations for foundations and design bearing pressures at base of false work towers where applicable. Describe how potential settlement will be addressed. Allowable settlement of temporary

foundations is limited to 1 inch vertical. If non-uniform settlement occurs, remove the load from the falsework and replace it on the pier immediately.

- m. Provide a traffic control plan associated with the jacking procedure for approval by the Engineer.
  - a. Temporary short-term closure of the River Road (CR 543) over Pennsauken Creek will be allowed only for the duration of the jacking operations. When the bridge is no longer in motion, the bridge must be reopened to traffic.
  - b. Long-term closure of the River Road (CR 543) over Pennsauken Creek is not permitted.
  - c. Coordinate traffic control with the local municipalities and the New Jersey Department of Transportation as needed.
  - d. See Section 617 Maintenance and Protection of Traffic.
- n. Submit additional items as directed by the Representative.

#### 560.04 CONSTRUCTION

Jacking operation shall be performed in strict conformance with the specified procedure. The contractor is required to monitor the bridge for integrity of the structure, abnormal movement, malfunction of equipment, etc. on a continual basis at several locations identified by the Engineer during the jacking and lowering operation and subsequently over a frequent time interval during the time period when the bridge is supported by the jacks. The monitoring frequency of the bridge while bearing on jacks, shall be at least twice a day if no abnormal conditions are observed. The timing shall be as determined by the Engineer during the prosecution of work.

Jack the existing superstructure to permit the removal, repair, replacement, and/or resetting of the portions of the existing structure, as indicated. Jack the designated beams in a span and bearing line simultaneously through the use of a single manifold for a designated stage of work for required work and limit the differential vertical movement between adjacent jacked beams/girders to 1/16". Jacking is to be limited to only the displacement necessary to relieve load adequately to perform the repair or reset. Under no case is the jacking to be more than 1/8" rise when supported.

Properly brace the temporary jacking system in order to safely transmit all stresses imposed by the jacking operation, longitudinal and transverse live load effects and wind loadings.

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Continuously shim lifting points within 1/8" gap to minimize any fall of the superstructure due to a sudden, unexpected loss of hydraulic pressure. As an alternate, jacks equipped with locknuts may be used. Use continuously turned locknuts to contact the jack body while lifting the bridge. Shim or lock off all jacks in their final position and pressure relieved within the hydraulic system of the support system. Install blocking and wedge tight prior to relieving the hydraulic pressure. Once jacking is completed, transfer the load to temporary supports (jacks supplied with lock-nut adapters and swivel tops are acceptable) as required. Provide acceptable means to maintain expansion capability. Provide jacking points that are based on a temporary support that has the same centerline as the jack.

Do not permit traffic on the portion of the bridge while being supported by hydraulics. After bridge is safely jacked and the lock-nut adapter or other mechanical means are engaged, traffic may be allowed on the bridge only as directed by the Engineer or Inspector.

Perform the work in such a manner as to not endanger the stability or integrity of the existing structure. Contractor is to monitor the bridge for signs of distress. Cease operations immediately and notify the Representative if signs of distress are observed.

Once the bearings have been replaced and the bridge seats pedestals have been Repaired/ Replaced re-pressurize the jacks to take the superstructure load. Then remove the blocking and lower the superstructure onto the new bearings. Remove and properly dispose of all components of the jacking and temporary support system to the satisfaction of the Representative. Upon completion of the work, restore the site back to the original conditions to the satisfaction of the Representative.

Repair any damage to the bridge due to the jacking operation as directed by the Department's Representative.

Perform jacking operations under the supervision of a Professional Engineer registered in the State of New Jersey.

#### 560.05 MEASUREMENT AND PAYMENT

Includes all design costs, necessary revisions, labor, equipment, submittals, supervision and miscellaneous materials necessary to complete the work including any foundation work that may be required as a result of the temporary support scheme. Any excavation work required for the completion of this work is to be considered incidental to this pay item. This item also includes all materials and work necessary to restore the site to the original condition prior to the work

This section is to be paid under the Lump Sum item of Section 559 – Replace Fixed Bearings at River Road (CR 543) over Pennsauken Cree bridge abutments.

Any additional requirements for maintenance and protection of traffic or access, in addition to the requirements indicated in the contract is considered incidental to this pay item.

**END OF SECTION 560** 

# DIVISION 600 MISCELLANEOUS CONSTRUCTION

#### <u>DIVISION 600 – MISCELLANEOUS CONSTRUCTION</u>

#### <u>SECTION 617 — MAINTENANCE AND PROTECTION OF TRAFFIC</u>

(SECTION ADDED)

Add the following Subsection

#### 617.01 Description

This section applies only to maintenance and protection of traffic for the River Road (CR 543) over the Pennsauken Creek Bridge, and only if authorized by the Commission during bridge roadway approach repairs, abutment bearings jacking, and deck joint replacement.

Contractor to provide River Road (CR 543) over Pennsauken Creek traffic control plans, prepared by a licensed Professional Engineer in the State of New Jersey, for review and approval by the Commission for the following:

- Jacking of the bridge for abutment bearing replacement,
- · Bridge approach slab repairs, and
- Deck joint replacement.

The Commission does not anticipate that a detour plan is required for any construction activities. Stoppage of vehicular traffic on the bridge is restricted to jacking operations when the bridge is in motion. Restriction of vehicular traffic on the bridge is limited to no more than thirty (30) minutes.

Provisions for adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health and safety of the public and to protect property are the responsibility of the Contractor.

The Contractor shall be responsible for obtaining all Traffic Control Permits required by the local Municipality and the New Jersey Department of Transportation.

At no time shall the Contractor obstruct the creek to navigation or roadway to vehicular traffic except when prior permission has been duly obtained from the Engineer.

#### 617.02 Materials

Flagging, signs, and all other traffic control devices furnished or provided need not be new but must be in good working condition and shall conform to the standards established in the latest adopted edition of the "Manual on Uniform Traffic Control Devices" (MUTCD) published by the U.S. Department of Transportation.

All signs shall be on portable or temporary mountings, available only when the lane closure is in effect. Alternatively, the Contractor may use signs mounted on posts but the Contractor must cover all these signs when lane closure is not in effect. Signs shall be in conformance with MUTCD and can be wood or aluminum.

#### 617.03 Operational Constraints

The contractor shall conduct his work in such a manner as not to interfere, with the free passage of vehicular traffic on the bridge or on the approaches. Lane closures are permitted.

The contractor shall obey all municipal and state laws and regulations during performance of the work.

The detour shall be coordinated with the Commission and with the local Municipality and the local police.

#### 617.04 Measurement and Payment

This item is incidental to the other Pay Items and no separate payment will be made.

### **Burlington County Bridge Commission**

#### NOTICE TO BIDDERS

# <u>Maintenance of Bridges, Equipment and Other Facilities</u> (BCBC - 202506)

The Burlington County Bridge Commission will receive sealed bids for Maintenance of Bridges, Equipment and Other Facilities until 9:00 A.M. prevailing time on October 29, 2025 at the Office of the Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey, at which time and place proposals will be publicly opened and read aloud.

The work to be performed under this Contract includes the furnishing of labor, tools, equipment, temporary support structures and materials for Maintenance of Bridges, Equipment and Other Facilities.

The work to be performed under the Contract includes performing emergency and conventional maintenance on the bridges, equipment (excluding vehicles and small portable equipment) and other facilities owned and/or operated by the Burlington County Bridge Commission.

Typical items of work for which quantities are indicated and/or estimated include removing, repairing, furnishing, fabricating and erecting structural steel members and components, concrete repairs, bridge deck joint replacement, and bridge bearing replacement. The quantities are an estimated guide and in no way reflect actual usage of each item as maintenance tasks are not defined at this time.

At times when required, the work could be on an emergency basis. The Contractor must have available on four (4) hour notice any of the materials, tools, equipment and personnel necessary to complete emergency tasks. During such emergency period, the Contractor could be required to work on a 24/7 basis.

The nine (9) month Contract shall commence on or about January 1, 2026, and conclude on September 30, 2026.

As necessary, the Contractor shall provide for Maintenance & Protection of Traffic while work is being performed as required by the Engineer. The Contractor is required to coordinate with the Engineer all temporary bridge and lane closures for the approval by the Commission.

Bid packages including the Contract Drawings, Supplementary Specifications, Proposal Forms and Contract Documents for the work are available at no cost electronically on the Commission's website, www.bcbridges.org. From the home page, click on Purchasing and then Purchasing Portal. At the bottom of the screen, the project is listed in the Bids, RFPs, RFQs table. First time users are required to register to view any documents other than the Advertisement. Those already registered are to log on with their Username and Password. Any questions regarding the registration process

are to be directed to <a href="https://helpdesk@bcbridges.org">helpdesk@bcbridges.org</a> Print format of the bid package, pursuant to the New Jersey Open Public Records Act established rates, is available at the Burlington County Bridge Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey 08065.

Each Bidder must inspect the project site prior to receipt of bids to ascertain for himself all conditions to be found at the project site. Bidder must submit a sworn affidavit affirming that they or their authorized representative did inspect the project.

Bids must be made on standard bid forms in the manner designated therein and required by the specifications; must be enclosed in sealed envelopes bearing the name and address of the Bidder and solicitation identification on outside; addressed to the Burlington County Bridge Commission, 1325 Route 73 North, P.O. Box 6, Palmyra, New Jersey 08065-1090; and must be accompanied by a certified check, cashier's check or bid bond drawn to the order of the Burlington County Bridge Commission for 10% of the bid, not to exceed \$20,000.

All Bidders are required to comply with the requirements of N.J.S.A. 34:11-56.27 New Jersey Prevailing Wage Act, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action, N.J.S.A. 52:25-24.2 Statement of Corporate Ownership, N.J.S.A. 34:11-56.48 et seq Public Works Contractor Registration Act and N.J.S.A. 52:32-44 New Jersey Business Registration Certification.

Bidders must complete the Responsible Contractor Certification form.

Bidders shall be qualified under NJDOT work type classification, 4. Bridge or 5. Heavy Highway and other work classifications appropriate to the work of this Contract.

Late bids will not be accepted or considered. The Burlington County Bridge Commission assumes no responsibility for bids mailed or misdirected in delivery.

The Commissioners reserve the right to accept or reject any or all bids and waive any immaterial defects or informality in any bids or in the bidding in accordance with applicable law.

A Pre-Bid Meeting will be held in the Office of the Commission, Tacony-Palmyra Bridge, Maintenance Building, 1325 Route 73 North, Palmyra, New Jersey 08065 at 9:00 A.M. on October 8, 2025. While not mandatory, attendance at the meeting is encouraged.

# Joseph Andl, Executive Director BURLINGTON COUNTY BRIDGE COMMISSION END OF NOTICE TO BIDDERS

One time issue of September 26, 2025, BURLINGTON COUNTY TIMES

# PROPOSAL AND SCHEDULE OF BID PRICES

# **Burlington County Bridge Commission**

#### PROPOSAL AND SCHEDULE OF BID PRICES

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

#### TO THE BURLINGTON COUNTY BRIDGE COMMISSION, PALMYRA, NEW JERSEY:

The undersigned hereby declares that the Contract Documents for the Project named above have been carefully examined, that the site of the project has been carefully examined as provided in Subsection 102.04 Examination of Contract and Project Limits, of the Specifications and that the undersigned will contract to perform and complete the said project as specified and delineated at the price bid for each scheduled item of work stated in the Schedule of Bid Prices below.

It is agreed that the price per unit measure bid for the tools, equipment, machinery, facilities and labor scheduled herein shall be that charged under this Contract and the tools, equipment, machinery, facilities and labor used on any portion of the project shall be the minimum necessary to do the work.

It is agreed that the Contractor shall be available on four (4) hour notice, twenty-four (24) hours daily during any day of the year with any of the materials, tools, equipment, and personnel necessary to perform the work. In case of an extreme emergency, the Contractor shall be capable of providing all the listed services immediately.

It is further agreed that the Total Amount of Bid stated by the undersigned in the Schedule of Bid Prices below is based on a combination of lump sum and unit price items. The bid quantities for tools, equipment, machinery, facilities and labor are estimated and are used only to control the awarding of the Contract. The actual quantity for each unit price item and the proper tools, equipment, machinery, facilities and labor will be determined by the needs of the work on each occasion the Contractor is required to perform the work.

The total amount of the Contract shall not be more than the Total Amount of Bid unless specifically approved by the Commission to the extent allowed by the Local Public Contracts Law but may be less than the Total Amount of Bid and will vary by the amount of work actually required by the Commission.

The Contractor is directed to the fact that twenty percent (20%) of the "Total of Items 1, and 4 through 14 Inclusive" shall be added to said "Total," for contingencies in order to obtain the "Total Amount of Bid."

The twenty (20) percent for contingencies shall be spent at the discretion of the Commission's Director of Engineering for emergency repairs as designated by the Commission or for work that may not have been considered within this Contract.

The undersigned agrees that the nine (9) month Contract shall commence on or about January 1, 2026 to September 30, 2026

The following is the Schedule of Bid Prices:

(space intentionally left blank)

Pay Item No.	Pay Item Description	Est. Qty.	Unit	Unit Price	Amount
1.105	Working Drawings/Submittals/As-Builts	1	Dollar	\$5,000.00	\$5,000.00
2.151	Bonds	1	LS	\$20,000.00	\$20,000.00
3.152	Insurance	1	LS	\$10,000.00	\$10,000.00
4.159	Maintenance and Protection of Traffic				
.01	Drum	20	25 Each/ Day 25 Each/		
.02	Traffic Cone	400	Day		
.03	Construction Sign	40	Each/ Day		
.04	Flashing Arrow Board	20	Each/ Day		
.05	Traffic Control Truck with Mounted Crash Cushion	10	Each/ Day		
	Sub-Total, Item Number 4:				
5.506	Pack Rust Removal and Rehabilitation	1	Dollar	\$25,000.00	\$25,000.00
6.514	Temporary Structures	1	Dollar	\$25,000.00	\$25,000.00
7.523	Shop and Field Tools, Equipment, Machinery, Material and Facilities as follows:				
.01	Crane - 10 ton capacity	16	HR		
.02	Pick up truck (Foreman)	250	HR		
.03	Flat bed truck ( Stake Body)	70	HR		
.04	Van truck - box style (Utility Truck)	60	HR		
.05	Work boat - up to 20'	80	HR		
.06	Work barge - up to 10'x20'	25	HR		
.07	Winch up to 5 ton Capacity	10	HR		
.08	Handheld coring drills up to 4in diameter	10	HR		
.09	Welding equipment which can be operated from the bridge - complete unit including weld metal used	150	HR		
0.10	Gas burning equipment including gas supply	200	HR		
0.11	Hydraulic jack - Solid Cylinder Type - up to 100 ton capacity	50	HR		
.12	Hydraulic jack - Hollow Cylinder Type - up to 100 ton capacity	10	HR		
.13	Shop for Fabrication including complete Machine Shop Facilities	20	HR		
.14	Steel bridge roadway cover plate, 10' x 5' x 1"  payment will be made only for the time  the plate is in place on the deck	5	Each/Day		
.15	Steel bridge roadway cover plate, 10' x 12' x 1" payment will be made only for the time the plate is in place on the deck	5	Each/Day		
.16	Magnetic drill press and accessories	200	HR		

Pay					
Item No.	Pay Item Description	Est. Qty.	Unit	Unit Price	Amount
.17	Calibrated torque wrench	30	HR		
.18	Grout pumps	10	HR		
.19	Electric and air impact wrench	300	HR		
.20	Portable air compressor -	150	HR		
	at least 75 cfm at 105 psi, capable of				
	being operated from the bridge sidewalk or roadway				
.21	Electric or air grinding tools	400	HR		
.22	Gasoline powered portable radial cut off machine	50	HR		
.23	Complete facilities for heli-arc welding in field for	10	HR		
	aluminum light poles and other aluminum construction				
	aluminum construction				
.24	Portable gasoline engine driven generator	200	HR		
.25	Portable light tower	60	Each/ Day		
.26	Manlift/Boom Lift 45-60ft	50	HR		
.27	Manlift/Boom Lift >60ft	50	HR		
.28	Paint materials for complete 3-coat system	35	GAL		
.29	Materials & Others	1	Dollar	\$50,000.00	\$50,000.00
.30	Services	1	Dollar	\$30,000.00	\$30,000.00
	Sub-Total, Item Number 7:				
8.523	Field labor - As required for the following trades for standard non-overtime hours of 8 hours or less each day on Commission work or 40 hours or less each week:				
	Craft	•			
.11	Iron Workers	2,000	HR		
.12	Iron Worker Foreman	500	HR		
.13	Operating Engineers	40	HR		
.14	Truck Drivers	10	HR		
.15	Heavy and General Laborers	30	HR		
.16	Heavy and General Laborer Foreman	10	HR		
.17	Cement Masons/Finishers	10	HR		
	Sub-Total, Item Number 8:				
9.523	Field labor - As required for the following trades for overtime hours of more than 8 hours each day on Commission work or more than 40 hours each week:				
	Craft	ı		ī	,
.11	Iron Workers	50	HR		
.12	Iron Worker Foreman	20	HR		
.13	Operating Engineers	30	HR		
.14	Truck Drivers	10	HR		
.15	Heavy and General Laborers	15	HR		

Pay Item No.	Pay Item Description	Est. Qty.	Unit	Unit Price	Amount
.16	Heavy and General Laborer Foreman	10	HR		
.17	Cement Masons/Finishers	10	HR		
,	Sub-Total, Item Number 9:	10	1,		
10.523	Field labor - As required for the following trades for shift differential hours for nighttime shift work:				
	Craft				
.11	Iron Workers	50	HR		
.12	Iron Worker Foreman	20	HR		
.13	Operating Engineers	30	HR		
.14	Truck Drivers	10	HR		
.15	Heavy and General Laborers	15	HR		
			HR		
.16 .17	Heavy and General Laborer Foreman  Cement Masons/Finishers	10 10	HR		
. 17		10	1111		
44 500	Sub-Total, Item Number 10:				
11.523	Shop Labor - As required for the following trades for standard non-overtime hours:				
4.4	Craft		ш		1
.11	Machinists	30	HR HR		
.12	Laborers	30	ПК		
10 500	Sub-Total, Item Number 11:				
12.523	Shop Labor - As required for the following				
	trades for overtime hours:				
	Craft		lus	1	1
.11	Iron Workers/Machinists	15	HR		
.12	Laborers	15	HR		
	Sub-Total, Item Number 12:				
13.554	Painting Existing Bridges				1
.01	Pollution Control System	1	Dollar	\$20,000.00	\$20,000.00
.02	Testing, If and Where Directed	1	Dollar	\$15,000.00	\$15,000.00
	Sub-Total, Item Number 13:				
14.559	Lump Sum Task 1 - Replace Fixed Bearings at River Road (CR 543) over Pennsauken Creek Bridge	1	LS		
	Total Items 1 through 14 Inclusive				
	Contingencies: (20% of Total of Items 1 and 4 through 14 Inclusive)				
	TOTAL AMOUNT BID				

Als	so accompanying this proposal are the following:
1.	Bid Bond*, (initial here [ ])
2.	Consent of Surety*, (initial here [ ])
3.	Inspection Affidavit, (initial here [ ])
4.	Non-Collusion Affidavit, (initial here [ ])
5.	Hold Harmless/Indemnification Agreement, (initial here [ ])
6.	Affirmative Action Questionnaire, (initial here [ ])
7.	Ownership Disclosure*, (initial here [ ])
8.	Responsible Contractor Certification, (initial here [ ])
9.	Prequalification Documents, (initial here [ ])
10.	Copy of Public Works Contractor Registration Certificate as required by N.J.S.A.
	34.11-56.48, Contractors must be registered to submit a bid. The certificate may be
	included with the bid but is not required to accompany the bid. The certificate must
	be supplied prior to award of the contract (initial here [ ])
11.	Copy of N.J. Business Registration Certificate as required by N.J.S.A. 52:32-44, or
	may be submitted prior to the issuance of the Notice of Award, (initial here [ ])
12.	Disclosure of Investment Activities in Iran, This disclosure may be included with the

bid, but is not required to accompany the bid. The disclosure must be supplied prior

to award of the contract (initial here [ ])

- 13. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus pursuant to N.J.S.A. 52:32-60.1, et seq., or may be submitted prior to the award of the Contract, (initial here [ ])
- 14. A completed Certification of Non-Debarment for Federal Government Contracts on the attached form. This disclosure may be included with the bid but is not required to accompany the bid. The disclosure must be supplied prior to the award of the contract,

15. If applicable, the Addendum(s) Acknowledgement Page(s)\*, (initial here [ ])

(Select which one)

\*The failure to submit these documents shall be deemed a fatal defect that shall render the bid proposal unresponsive.

(0	cicot willon one)	
The undersigned is	an Individual a Partnership under the la a Corporation	
		having principal offices at
		······································
	(Туре с	or print Firm Name)
	Signature	
	Title	
(Corporate Seal)	Address	
Witness or Attest		
	Date	20_

#### END OF PROPOSAL AND SCHEDULE OF BID PRICES

# **BID BOND**

# **Burlington County Bridge Commission**

#### **BID BOND**

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

KNOV	V ALL	MEN	BY	THESE	PRE	SENTS,	tha	it we,	the	e und	dersig	ned
	RINCIPAL											—, —,
a co	rporation	orgar	nized		_	under authoriz						
	lersey, As										ity Bri	dge
Comn	nission,	a	IS	Oblig	ee,	in		the		sum		of
payme	s (\$ ent of wh ves, our h	ich we	ll and	truly to	be ma	de, we	hereb	y jointly	y and	seve		
oursel	ves, our h	neirs, ex	cecuto	rs, admin	istrator	s, succes	ssors	and ass	signs.		,	oina two
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	CONDITI CIPAL is h									-		
				(C	Contrac	t Title)						—'

which said Contract is made a part of this Bond the same as though set forth herein.

NOW, THEREFORE, if the Obligee shall accept the proposal of the PRINCIPAL and the said PRINCIPAL shall, within ten (10) days after the date of the written notice of acceptance of PRINCIPAL'S Proposal, enter into a Contract with the Obligee and deliver the executed Contract and the prescribed Performance Bond for the faithful performance of the Contract, and Payment Bond for the payment of all debts and obligations pertaining to the Work, or if the PRINCIPAL or SURETY shall pay the Obligee the sum, not exceeding the penalty thereof, by which the amount of the Contract, covering the said Proposal, properly and lawfully executed between the Obligee and some third party, may exceed the amount bid by PRINCIPAL, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

Witness or Attest:	
Secretary	Principal
(Print or type name)	(Print or type name)  (Affix Corporate Seal of Principal)
Witness or Attest:	(/ mix corporate coar or r morpar)
Secretary	Surety
(Also print or type name)	(Also print or type name)
	(Affix Corporate Seal of Surety)
	Certification to the Authority of the Attorney in fact to Commit the Surety Company, and a true and correct statement of the Financial Condition of Said Surety Company, must accompany this Bid Bond.
For Commission Use Only:	
Surety Checked by	_
Treasury Circular 570 \$	_
Licensed in New Jersey	

## **END OF BID BOND**

# **CONSENT OF SURETY**

# **Burlington County Bridge Commission**

## **CONSENT OF SURETY**

### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

	· · · · · · · · · · · · · · · · · · ·	, authorized t	,
business in New Jersey, by its signature he to and promises the Commissioners of the a Contract for	Burlington Cou		
is awarded to  PRINCIPAL, that it as SURETY will execute and will become SURETY in the full amount the faithful performance of all obligations of	e the bonds as ints set forth in	the bid of its Pl	•
This Consent of Surety shall be valid for a the bid opening.	a period of nine	ety (90) days fro	m the date of
	Surety		
Attorney-in-Fact			
(Print name / title)	Address		
	City	State	Zip
	Phone Numb	er	
POWER OF ATTORNEY FOR ATTORNEY	Y-IN-FACT MU	ST BE ATTACHI	ED HERETO
Failure to submit this Consent of Suret	v with the bid	shall cause rei	ection of the

**END OF CONSENT OF SURETY** 

bid.

# SURETY DISCLOSURE STATEMENT AND CERTIFICATION

# **Burlington County Bridge Commission**

# **SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

		, SURETY(ies) on the			
attac	hed bo	and, hereby certifies(y) the following:			
(1)	17:1	The SURETY(ies) meets the applicable capital and surplus requirements of R.S 17:17-6 or R.S. 17:17-7 as of the SURETY'S most current annual filing with the New Jersey Department of Insurance.			
(2)	The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the SURETY(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each SURETY that SURETY'S capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified these amounts):				
(3)	(a)	with respect to each SURETY participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C.§9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each SURETY that SURETY'S underwriting limitation and the effective date thereof):			

	(b)	With respect to each SURETY participating in the issuance of the attached bond that has not received such certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that SURETY as established pursuant to R.S;. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each SURETY that SURETY'S underwriting limitation and the date on which that limitation was established):					
(4)	The :	amount of the bond to which this statement and certifications attached is					
(5)	If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all Sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:						
	(a)	The name and address of each reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:					
	and						
	(h)	Each SUPETY that is party to any such contract of reinsurance certifies					

(b) Each SURETY that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached have been filed by with the appropriate public agency.

# **CERTIFICATE**

for
(title of agent)
on/mutual insurance company/other
(circle one)
d in, do
(state)
ne foregoing statements made by m se statements are false, this bond

**END OF SURETY DISCLOSURE STATEMENT AND CERTIFICATE** 

(Signature of certifying agent)

# CONTRACT

# **Burlington County Bridge Commission**

#### CONTRACT

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

THIS CONTRACT entered into this	day of	_ in the year, Tw	o Thousand
and, between		("(	Contractor"),
an individual - a partnership - a corp	poration having its	s principal office	located at
			, (street
address, city, state, zip code) and the Bl	JRLINGTON COU	NTY BRIDGE CO	MMISSION
("COMMISSION"), a body politic of the	e County of Burlir	ngton, State of N	New Jersey,
having its principal office located at	1300 Route 73	North, Palmyra,	NJ 08065
WITNESSETH:		•	

WHEREAS, the COMMISSION duly invited sealed proposals for the Contract titled **Maintenance of Bridges, Equipment and Other Facilities**; and

WHEREAS, said Contract was awarded to the Contractor, it being the lowest responsible Bidder:

NOW, THEREFORE, in consideration of the premises and the payments to be made to the Contractor at the time and in the manner hereinafter provided, the parties hereto have covenanted and agreed as follows:

This Contract and award are subject to availability and appropriation of adequate funds.

The Contractor will furnish all labor, tools, equipment and materials required for **Maintenance of Bridges, Equipment and Other Facilities** in strict and entire conformity with the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction dated 2019 and amendments and as amended by the Supplementary Specifications applying to this particular work which are on file at the office of the COMMISSION and which said specifications are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

The documents, which constitute the entire Contract between the parties hereto, consist of the Contract; the Standard Specifications for Road and Bridge Construction dated 2019; and the Supplementary Specifications entitled, Supplementary Specifications for Contract entitled **Maintenance of Bridges, Equipment and Other Facilities**, said Supplementary Specifications prepared by Pennoni, hereinafter the "Engineer", bearing the date, September 2025.

This Contract shall be governed exclusively by the laws of the State of New Jersey, notwithstanding that some part of the work is to be performed within the territorial confines of the Commonwealth of Pennsylvania. If in the event any of the applicable

laws of the Commonwealth of Pennsylvania conflict with the laws of the State of New Jersey, the laws of the State of New Jersey shall control.

The COMMISSION will pay, or cause to be paid to the Contractor, amounts specified for performing work in accordance with the Unit and Lump Sum Prices of the Proposal.

N.J.S.A. 40A:11-16.6 applies when the total price of the originally awarded Contract equals or exceeds \$5,000,000.

In the event of the failure of the Contractor to complete said work within the time period stated in the Supplementary Specifications, the COMMISSION shall be entitled to deduct from the amount to become due to the Contractor upon completion of the work the sum as indicated in the Supplementary Specifications for each and every day that the said work shall be and remain incomplete which said sum shall be credited to the COMMISSION on account of the Contract price aforesaid and shall be treated as liquidated damages.

Should the Contractor be obstructed or delayed in the prosecution or completion of his work by the act, negligence or default of the COMMISSION or by any damages which may happen by fire, lightning, windstorm or other such casualty or by reason of a strike upon said work, or by reason of any cause which, in the judgment of the COMMISSION shall be deemed justifiable, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented to the COMMISSION within twenty-four (24) hours after the occurrence of such delay. The duration of such extension shall be certified by the COMMISSION and its judgment shall be final and binding on the parties hereto.

The Contractor will make payment of all proper charges for labor, materials, and indemnify and save harmless the COMMISSION, its officers, agents and servants, and the Engineer and Resident Engineer and its agents and each and every one of them, against and from all suits and costs of every nature and description, and from all damages to which the COMMISSION or any of its officers, agents or servants may be put by reason of injury to person or property of others in the performance of said work, or through any improper or defective machinery, implements, or appliances used by the Contractor in the aforesaid work, or through any act or omission on the part of the Contractor or his agents, servants or employees as set forth in the Supplementary Specifications.

Material or equipment of any kind brought to the site of the work by the Contractor and remaining there after the expiration of sixty (60) days after the date of the COMMISSION'S final payment shall at the option of the COMMISSION be forfeited to the COMMISSION.

The COMMISSION shall have the right to repudiate this Contract, terminate the right of the Contractor to attempt further performance thereof, and require the SURETY(ies) on the bond of the Contractor to pay the penalty thereof, if the Contractor becomes insolvent, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, suffers a petition in bankruptcy to be filed against it, has a receiver appointed for it or its property, or assigns this Contract without the written consent of the COMMISSION thereto being first had and obtained; or if the COMMISSION'S Engineer or Resident Engineer shall certify in writing that for a period of three (3) days or more, the Contractor has neglected or refused unreasonably to provide a sufficiency of properly skilled workmen or a sufficient quantity of material of proper quality or that it has otherwise unreasonably delayed the performance of the Contract.

The mechanics, workers and laborers while engaged in the work provided for by this Contract shall work and be paid in accordance with the New Jersey State Prevailing Wage Act; **N.J.S.A. 34:56.25** et seq.

Workmen employed in the performance of this Contract shall be paid not less than the prevailing wage rate as has been or shall be designated by the Commissioner of Labor and Workforce Development. In the event it is found that any workman, employed by the Contractor or any Subcontractor covered by this Contract, has been paid a rate of wages less than the prevailing wage required to be paid by this Contract, the COMMISSION 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 will be liable to the COMMISSION for any excess costs occasioned thereby.

If <u>N.J.S.A.</u> 34:9-2, shall not be complied with, this Contract shall be voidable at the instance of the COMMISSION.

In the performance of this Contract the Contractor and all Subcontractors shall use only domestic materials subject to the exception contained in **N.J.S.A. 40A:11-18**.

The following provisions are made pursuant to **N.J.S.A.** 10:2-1:

In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex discriminate against any person who is qualified and available to perform the work to which the employment relates;

No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the Contractor by the COMMISSION, under this Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and

This Contract may be canceled or terminated by the COMMISSION, and all money due, or to become due hereunder, may be forfeited, for any violation of this Section of the Contract occurring after notice to the Contractor from the COMMISSION of any prior violation of this Section of the Contract.

Pursuant to N.J.S.A. 52:15C-14(d), the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

The Contractor shall deliver a Performance Bond, a Payment Bond and a Maintenance Bond to the COMMISSION each in the full amount of this Contract, executed upon forms approved by the COMMISSION, by itself and a SURETY company or companies acceptable to the COMMISSION, and qualified to do business under the laws of the State of New Jersey, insuring the faithful performance of all the terms of this Contract and the settlement of claims or other liabilities caused by or incident to the execution of said Contract as well as such other items as may be required by the laws of the State of New Jersey.

Pursuant to N.J.S.A. 40A:11.50, the Contractor hereby irrevocably appoints the Executive Director of the COMMISSION, as its agent to receive the service of process in any civil action by any third party purporting to arise out of this Contract or the performance of the work being done thereunder, it being the intent and understanding of the parties that the Contractor shall submit itself to the jurisdiction of any court of the State of New Jersey of competent jurisdiction wherein a civil action is instituted against the Contractor for a breach of any of the covenants of this Contract, the condition of its bond or bonds or any tort alleged to have resulted from the performance of this work provided for herein. The Contractor shall require the same authority to be given by each or every Subcontractor engaged by it in the performance of the work herein provided for. The Executive Director of the COMMISSION shall upon receipt by him of any such process promptly forward the same by certified or registered United States Mail to the Contractor or the Subcontractor, as the case may be, at its last known address.

Insurance policies provided by the Contractor in which the COMMISSION shall be named as the insured, shall be deemed to be the property of the COMMISSION so long as any work under the Contract remains in performance, and no cancellation of any such policy will be permitted. No changes in any insurance coverages in which the Contractor shall be named as the insured and covering the risk involved in the doing of the work under this Contract shall in any way be altered during the progress of the work except to renew any such policy the term of which may expire during the performance of the work. In the event of the expiration of any such policy during the performance of the work a renewal policy shall be provided to the COMMISSION at least thirty (30) days in advance of such expiration.

Pursuant to <u>N.J.S.A.</u> **54:49-4.1**, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Pursuant to <u>N.J.S.A.</u> 19:44A-20.27 and as applicable, the Contractor shall file an award disclosure statement with the New Jersey Election Law Enforcement Commission.

This agreement has been executed in quadruplicate and is binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

This Contract or any interest therein shall not be assigned by the Contractor without the written consent of the COMMISSION, first had and obtained, which consent shall be effective only if given by a duly adopted resolution of the COMMISSION.

	, 2025	Burlington County Bridge Commission
Palmyra, New Jersey		
Seal Attest:		By
Secretary		
Seal Attest:		Contractor:
Title		Ву
		Title

#### **END OF CONTRACT**

# **PERFORMANCE BOND**

#### **Burlington County Bridge Commission**

#### **PERFORMANCE BOND**

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

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this Bond the same as though set forth herein.

Now, if the said PRINCIPAL shall well and faithfully do and perform each and every, all and singular, the things agreed by it (or them) to be done and performed according to the terms of said Contract, or any changes or modifications therein made as therein provided, and shall indemnify and save harmless the Burlington County Bridge Commission, the members thereof and their successors, officers, agents, consultants, employees, and each and every one of them against and from all suits, actions and costs of any kind, character or description and from all damages to which the said Burlington County Bridge Commission, the members thereof and their successors, or any of its officers, agents, consultants and employees may be put by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of the PRINCIPAL, or through any improper or defective equipment, machinery, implements or appliances used by said PRINCIPAL in the aforesaid work, or through any act or omission on the part of the PRINCIPAL, its agents, consultants, or

employees, or through any infringement of patent, trademark or copyright; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the SURETY(ies) for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said SURETY(ies) hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract, or in or to the Drawings or Specifications therefore, shall in anywise affect the obligations of said SURETY(ies) on its Bond.

Witness or Attest:

Secretary	Principal
(Print or type name)	(Print or type name)
	(Affix Corporate Seal of Principal)
Witness or Attest:	
Secretary	Surety
(Also print or type name)	(Also print or type name)
	(Affix Corporate Seal of Surety)
	Certification to the Authority of the Attorney in fact to Commit the Surety Company, and a true and correct statement of the Financial Condition of Said Surety Company, must accompany this Performance Bond.
For Commission Use Only:	
Surety(ies) Checked by	_
Treasury Circular 570 \$	_
Licensed in New Jersey	_

#### END OF PERFORMANCE BOND

# **PAYMENT BOND**

#### **Burlington County Bridge Commission**

#### PAYMENT BOND

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

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				(C.	ontract Title)					

which said Contract is made a part of this Bond the same as though set forth herein. Now, if the said PRINCIPAL shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations, for labor performed or materials, provisions, or miscellaneous supplies, fuels, oils, implements, equipment, or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, or any changes or modifications therein made as therein provided; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm or corporation having a just claim, as well as for the Burlington County Bridge Commission; and shall further indemnify and save harmless the Burlington County Bridge Commission, its officers, agents, consultants, employees and each and every one of them from any and all suits, actions and costs of any kind, character or description whatsoever which may be brought or instituted by any subcontractor, material man, laborer, person, firm or corporation who (which) has performed work or furnished materials in or about the work required to be done pursuant to the said Contract; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said SURETY(ies) hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract, or in or to the Plans or Specifications therefore, shall in anywise affect the obligations of said SURETY(ies) on its Bond.

Witness or Attest:			
Secretary	Principal		
(Print or type name)	(Print or type name)		
	(Affix Corporate Seal of Principal)		
Witness or Attest:			
Secretary	Surety		
(Also print or type name)	(Also print or type name)		
	(Affix Corporate Seal of Surety)		
	Certification to the Authority of the Attorney in fact to Commit the Surety Company, and a true and correct statement of the Financial Condition of Said Surety Company, must accompany this Performance Bond.		
For Commission Use Only:			
Surety(ies) Checked by			
Treasury Circular 570 \$			
Licensed in New Jersey			

#### **END OF PAYMENT BOND**

# **INSPECTION AFFIDAVIT**

#### **Burlington County Bridge Commission**

#### **INSPECTION AFFIDAVIT**

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

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COUNTY OF	)		the		
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Subscribed and sworn to before	me this	Ву			·
day of	_, 20				
Notary Public					
My Commission expires on					
	_, 20				

**END OF INSPECTION AFFIDAVIT** 

# NON – COLLUSION AFFIDAVIT

#### **Burlington County Bridge Commission**

#### **NON-COLLUSION AFFIDAVIT**

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

The undersigned Bidder hereby specifically certifies that, to the best of its knowledge and belief, the annexed bid for the above named project has not been prepared in collusion with any other Bidder or like item or service and that the prices, discounts, terms, and conditions thereof have not been directly or indirectly communicated by or on behalf of said Bidder to any such person other than the recipient of such bid and will not be communicated to any such person prior to the official opening of said bid.

Bidder fully understands that no premiums, rebates or gratuities are permitted either with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from bid list.

Undersigned Bidder further certifies that it has the necessary authority to sign this stipulation stating it has not entered into any agreement or otherwise taken any action in restraint of free competitive bidding in connection with above-named project.

This certification may be treated for all purposes as a sworn statement made under the oath as equivalent affirmation and that, any statements made herein are untrue the Bidder may be subject to the provisions of N.J.S.A. 2C:28 -1 through N.J.S.A. 2C:28 - 3 inclusive, and relevant sequential sections and if applicable, 18 U.S.C. 1001, et seq.

	<u> </u>	
		(signature)
	_	(type or print name as signed)
	_	(title)
	_	(business name)
	_	(telephone number)
Dated:	, 20	
	END OF NON-COLL	ISION AFFIDAVIT

END OF NON-COLLUSION AFFIDAVII

# HOLD HARMLESS/INDEMNIFICATION

# Burlington County Bridge Commission HOLD HARMLESS/INDEMNIFICATION AGREEMENT

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

The BIDDER, if awarded the CONTRACT under these specifications, [hereinafter BIDDER/CONTRACTOR] agrees to indemnify and hold harmless the Commissioners of the Burlington County Bridge Commission, its officers, employees, agents and servants; and the Engineer, their employees, agents, and consultants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The BIDDER/CONTRACTOR further agrees that this indemnification by the BIDDER/CONTRACTOR shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, cost and expenses including attorney fees resulting from acts or omissions of the BIDDER/CONTRACTOR, its employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT.

, 20	
(date signed)	(firm name)
[corporate or notary seal]	
	(signature)
ATTEST:	
(signature)	(type or print name and title)
(type or print name/title)	address
	telephone number

#### **END OF HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

# AFFIRMATIVE ACTION QUESTIONNAIRE

#### **Burlington County Bridge Commission**

#### <u>AFFIRMATIVE ACTION QUESTIONNAIRE</u>

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

This Questionnaire should be submitted with your bid. The necessary form (AA-201) will be sent by the COMMISSION when the Notice of Award is issued.

	ır company has a Federal or State of New Jersey Affirmative Action Plan proval.
	[] YES
	[ ] NO
A.	If yes, attach a photostatic copy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.
B.	If no, and you become successful Bidder, an Initial Project Workforce Report Construction (Form AA-201) will be provided and must be submitted within three (3) days after the contract is signed by the Contractor.
	You must enter the Contract name shown on the cover of this solicitation on all forms submitted.
I certify	that the above information is correct to the best of my knowledge.
SIGNAT	TURE
NAME	TITLE
BUSINE	ESS NAME

#### **END OF AFFIRMATIVE ACTION QUESTIONNAIRE**

# **OWNERSHIP DISCLOSURE**

#### **Burlington County Bridge Commission**

#### **OWNERSHIP DISCLOSURE**

#### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

In accordance with N.J.S.A. 52:25-24.2, all parties entering into a Contract with the Commission are required to complete this form.

Principal Place of Business:
<u>PART 1</u>
PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE " <b>YES</b> " OR THE " <b>NO</b> " BOX.
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Bidder?
YES NO
F THE ANSWER TO QUESTION 1 IS " <b>NO</b> ", PLEASE SIGN AND DATE THE FORM.
F THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS $2-4$ BELOW.
2. Of those parties owning a 10% or greater interest in the Bidder, are any of those parties individuals?
YES NO
3. Of those parties owning a 10% or greater interest in the Bidder, are any of those parties corporations, partnerships, or limited liability companies?
YES NO
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?
YES NO

Name of Company:

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 ON PAGE NUMBERS OD-2 AND O-3.

#### PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership or limited liability company. This information is required by statute.

#### <u>INDIVIDUALS</u>

NAME	 _ DATE OF BIRTH
ADDRESS 1	 
ADDRESS 2	
CITY	
NAME	_ DATE OF BIRTH
ADDRESS 1	 
ADDRESS 2	
CITY	
NAME	 _ DATE OF BIRTH
ADDRESS 1	
ADDRESS 2	
CITY	
NAME	_ DATE OF BIRTH
ADDRESS 1	
ADDRESS 2	
CITY	

#### Attach Additional Sheets If Necessary

#### PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY	STATE	ZIP
ENTITY NAME		
PARTNER NAME		
ADDRESS 1		
ADDRESS 2		
CITY		ZIP
Attach Additional Sheets If Necessary		

In the alternative, to comply with the ownership disclosure requirement, a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the Federal Securities and Exchange Commission or the foreign equivalent and if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the Federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

#### **CERTIFICATION**

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

Signature	Date
Print Name and Title	
FEIN/SSN	

**END OF OWNERSHIP DISCLOSURE** 

# RESPONSIBLE CONTRACTOR CERTIFICATION

#### **Burlington County Bridge Commission**

#### RESPONSIBLE CONTRACTOR CERTIFICATION

### Maintenance of Bridges, Equipment and Other Facilities

(BCBC - 202506)

I certify that the following statements made by me are true:

- 1. I have such authority to bind my firm to compliance with the Burlington County Bridge Commission Responsible Contractor Certification requirements.
- 2. My firm and all Subcontractors providing work on this contract shall be responsible Contractors or Subcontractors with sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. My firm has a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.
- 3. I further certify to the following facts regarding my firm's past performance and work history and its current qualifications and performance capabilities:
  - a. My firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to licenses, registrations, or certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work which the firm proposes to self-perform.
  - b. My firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including, but not limited to, general liability insurance, workers compensation insurance and unemployment insurance requirements.
  - c. My firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.
  - d. My firm has not defaulted on any project in the past three (3) years.
  - e. My firm has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.
  - f. My firm has not been cited for a willful violation of federal or state safety laws in the past three (3) years.

- g. My firm and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.
- h. My firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable State prevailing wage laws.

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

	(signature)
	(type or print name as signed)
	(title)
	(firm name)
	(telephone number)
Dated:, 20	

END OF RESPONSIBLE CONTRACTOR CERTIFICATION

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

#### **Burlington County Bridge Commission**

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

# <u>Maintenance of Bridges, Equipment and Other Facilities</u> (BCBC - 202506)

**PART 1: CERTIFICATION** 

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX** 

# FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list found the Division's website http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below Certification. Failure to complete the Certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, the Director shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### **PLEASE CHECK EITHER BOX:**

[ ] I certify, pursuant to P.L. 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification.

#### <u>OR</u>

[] I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

#### PART 2

# PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You <u>must</u> provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name:		
Relationship to Bidder:		
Description of Activities:		
Duration of Engagement:	Anticipated Cessation Date:	
Bidder:	<del></del>	
Contact Name:	Contact Phone Number:	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this Certification on behalf of the below-referenced person or entity. I acknowledge that the Burlington County Bridge Commission ("Commission") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this Certification through the completion of contracts with the Commission to notify the Commission in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this Certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Commission and that the Commission at its option may declare any contract(s) resulting from this Certification void and unenforceable.

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

END OF DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

# PREVAILING WAGE RATE DETERMINATION

### **NEW JERSEY – DEPARTMENT OF LABOR**

It is recommended the bidder download the wage rates immediately prior to the scheduled bid due date to ensure the latest rates are included in their bid.

https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml

# NOTICE REGARDING N.J.S.A. 52:32-60.1 Entities Engaged in Prohibited Activities in Russia and Belarus Updated January 22, 2024

N.J.S.A. 52:32-60.1 requires the Department of the Treasury (Treasury) to establish a list of persons and entities engaging in prohibited activities in Russia or Belarus. The law prohibits the State from (1) entering into or renewing contracts; (2) approving or renewing Public Works Contractor Registrations; (3) approving economic development subsidies; (4) providing tax clearance certificates; and (5) certifying urban renewal entities for the purposes of the "Long Term Tax Exemption Law" with a person or entity identified on the list.

On December 22, 2023, a company obtained a permanent injunction from the United States District Court for the District of New Jersey, which enjoins the State from enforcing N.J.S.A. 52:32-60.1 against that company on the ground that such enforcement would conflict with the existing federal sanctions regime and thus violate the U.S. Constitution's Supremacy Clause.

N.J.S.A. 52:32-60.4 provides that N.J.S.A. 52:32-60.1 "shall not apply in circumstances when their application would violate federal law." Accordingly, to enforce N.J.S.A. 52:32-60.1 in a manner consistent with the District Court's decision and federal law, Treasury deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus. A searchable database of OFAC-listed persons and entities is available here: <a href="https://sanctionssearch.ofac.treas.gov/">https://sanctionssearch.ofac.treas.gov/</a>.

State agencies shall ensure that they review the OFAC Specially Designated Nationals and Blocked Persons list prior to (1) entering into or renewing contracts; (2) approving or renewing Public Works Contractor Registrations; (3) approving economic development subsidies; (4) providing tax clearance certificates; and (5) certifying urban renewal entities for the purposes of the "Long Term Tax Exemption Law" with any vendor.

Treasury is publishing a revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* form in light of the District Court's decision. Vendors are required to complete and submit the revised *Certification of Non-Involvement In Prohibited Activities in Russia or Belarus* to the State agency when (1) entering into or renewing contracts; (2) seeking a Public Works Contractor Registration; (3) seeking an economic development subsidy; (4) seeking a tax clearance certificate; or (5) seeking a "Long Term Tax Exemption Law" as an urban renewal entities.



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

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

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

(Check the Appropriate Box)

A.	account of activity related to Russia and/or Belarus.
	OR
В.	That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.
	OR
C.	That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how

	and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.						
	(Attach Additional Sheets If Necessary.)						
Signature of Vendor's Authorized Representative	Date						
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN						
Vendor's Name	Vendor's Phone Number						
Vendor's Address (Street Address)	Vendor's Fax Number						
Vendor's Address (City/State/Zip Code)	Vendor's Email Address						

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

# CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

#### <u>CERTIFICATION OF NON-DEBARMENT</u> FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION			
Individual or			
Organization Nan	2		
Physical Address	f		
Individual or			
Organization			
Unique Entity ID			
(if applicable)			
CAGE/NCAGE Cod	2		
(if applicable)			
Che	k the box that represents	the type of business organizat	ion:
•		■Non-Profit Corporation (skip mited Liability Company (LLC)	·
П	mited Partnership	Limited Liability Partnership (L	ID)
	•	termited clability Farthership (c	LLF
<b>□</b> Other (b	e specific):		<del></del>
PART II -	CERTIFICATION OF NON-D	EBARMENT: Individual or Orga	anization
I hereby certify tha	the individual or organiza	tion listed above in Part I is no	t debarred by the
I hereby certify that federal governmen	the <b>individual or organiza</b> from contracting with a fe	tion listed above in Part I is no deral agency. I further acknow	t debarred by the rledge: that I am
I hereby certify that federal government authorized to exec	the <b>individual or organiza</b> from contracting with a fe te this certification on beh	tion listed above in Part I is no deral agency. I further acknow alf of the above-named organiz	t debarred by the rledge: that I am ration; that the
I hereby certify that federal government authorized to exect Burlington County	the <b>individual or organiza</b> from contracting with a fe te this certification on beh <b>Bridge Commission</b> is relying	tion listed above in Part I is no deral agency. I further acknow alf of the above-named organiz ng on the information contained	t debarred by the vledge: that I am zation; that the d herein and that I
I hereby certify that federal government authorized to exect <b>Burlington County</b> am under a continuous series of the series of t	the individual or organizate from contracting with a feater this certification on behavior is relying obligation from the data	tion listed above in Part I is no deral agency. I further acknow alf of the above-named organizing on the information contained e of this certification through the contained are of the certification.	t debarred by the vledge: that I am zation; that the d herein and that I he date of contract
I hereby certify that federal government authorized to exect <b>Burlington County</b> am under a continuaward by the <b>Burli</b>	the individual or organizate from contracting with a feater te this certification on behavior of the commission is relying obligation from the data gton County Bridge Comm	tion listed above in Part I is no deral agency. I further acknow alf of the above-named organize on the information contained e of this certification through the ission to notify the Burlington	t debarred by the vledge: that I am vation; that the d herein and that I he date of contract <b>County Bridge</b>
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I hereby certify that federal government authorized to exect Burlington County am under a continuaward by the Burlington in writing a criminal offer I do so, I am subject	the individual or organizate from contracting with a feater this certification on behavior of the certification on behavior of the certification is relying obligation from the data gton County Bridge Commang of any changes to the insection make a false statement to criminal prosecution under the certification of the certif	tion listed above in Part I is no deral agency. I further acknow alf of the above-named organizing on the information contained e of this certification through this sion to notify the Burlington aformation contained herein; the or misrepresentation in this	t debarred by the pledge: that I am partion; that the different and that I he date of contract <b>County Bridge</b> nat I am aware that certification, and if estitute a material
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I hereby certify that federal government authorized to exect Burlington County am under a continuaward by the Burlin Commission in writing a criminal offer I do so, I am subject breach of my agreed Burlington County yoid and unenforced.	the individual or organizate from contracting with a feater this certification on behavior of the certification on behavior of the certification is relying obligation from the data agton County Bridge Commang of any changes to the insection make a false statement to criminal prosecution unment(s) with the Burlingto Bridge Commission to declar	tion listed above in Part I is no deral agency. I further acknow alf of the above-named organizing on the information contained e of this certification through this sion to notify the Burlington aformation contained herein; the nt or misrepresentation in this ader the law and that it will contain the county Bridge Commission, pare any contract(s) resulting from	t debarred by the vledge: that I am vation; that the d herein and that I he date of contract <b>County Bridge</b> nat I am aware that certification, and if estitute a material permitting the

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box tha	t applies)		
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.		
Name of Individual or Organization			
Physical Address			
	OR		
	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.		
Section B (Skip if no Business entity is listed in Section A above)			
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.		
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Physical Address			
	OR		
	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		

		Section C – Part III Certifica	tion	
I hereby certify that	no individ	ual or organization that is deba	rred by th	e federal government from
contracting with a fe	deral age	icy owns greater than 50 perce	nt of the (	Organization listed above in
Part I or, if applicable	e, owns gr	eater than 50 percent of a pare	nt entity	of <b>the Bidder</b> . I further
acknowledge: that I	am authoi	ized to execute this certificatio	n on beha	If of the above-named
organization; that th	e <b>Burlingt</b>	on County Bridge Commission	is relying	on the information
contained herein and	d that I an	under a continuing obligation	from the	date of this certification
through the date of contract award to notify the Burlington County Bridge Commission in writing				
of any changes to the information contained herein; that I am aware that it is a criminal offense to				
make a false statement or misrepresentation in this certification, and if I do so, I am subject to				
criminal prosecution under the law and that it will constitute a material breach of my agreement(s)				
with the Burlington County Bridge Commission, permitting the Burlington County Bridge				
<b>Commission</b> to declare any contract(s) resulting from this certification void and unenforceable.				
Full Name (Print):			Title:	
			1.6.0.	
Signature:			Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities				
	S	Section A		
Below is the name and address of the corporation(s) in which the  Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.				
Name of Business Entity Physical Address				
**Add additional s	**Add additional sheets if necessary**			
OR				
	percent of the voting sto	above in Part I does not own greater than 50 ock in any corporation and does not own greater in any partnership or any limited liability company.		

Section	on B (skip if no business en	tities are liste	ed in Sec	tion A of Part IV)
	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).			
	Entity Controlled by Entity ection A of Part IV		Phy	ysical Address
**Add additional She	eets if necessary**			
		OR		
_	•	_		50 percent of the voting stock
	in any corporation or owns greater than 50 percent interest in any			cent interest in any
	partnership or limited lia	Part IV Certific		
I horoby cortify that				own greater than 50 percent
	nat is debarred by the feder			
•	•	_		_
agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a				
federal agency. I further acknowledge: that I am authorized to execute this certification on behalf				
of the above-named organization; that the <i>Burlington County Bridge Commission</i> is relying on the				
information contained herein and that I am under a continuing obligation from the date of this				
certification through the date of contract award by the Burlington County Bridge Commission to				
notify the Burlington County Bridge Commission in writing of any changes to the information				
contained herein; that I am aware that it is a criminal offense to make a false statement or				
misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the				
		, ,	٠,	with the <b>Burlington County</b>
_	n, permitting the <b>Burlingto</b>	= -	_	<b>nission</b> to declare any
contract(s) resulting	g from this certification void	a and unenfor	ceable.	
Full Name (Print):			Title:	
Signature:			Date:	

# BURLINGTON COUNTY BRIDGE COMMISSION

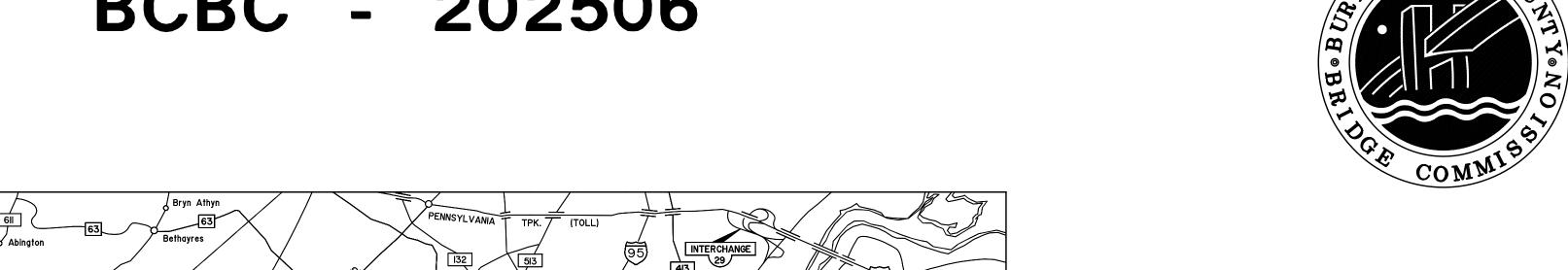
# RIVER ROAD (CR 543) BRIDGE

OVER PENNSAUKEN CREEK PALMYRA, NEW JERSEY

# MAINTENANCE OF BRIDGES, EQUIPMENT, AND OTHER FACILITIES

BCBC - 202506





PENNS/Y L V A/NIA RIVER ROAD (CR 543)
BRIDGE OVER
PENNSAUKEN CREEK ERSE`

BURLINGTON COUNTY BRIDGE COMMISSION

SANDRA NUNES, JACLYN VEASY, BRIAN WOODS,

CHAIRWOMAN VICE CHAIRWOMAN COMMISSIONER

JOSEPH ANDL, EXECUTIVE DIRECTOR

BURLINGTON COUNTY BRIDGE COMMISSION

LIST OF REPAIRS AND ESTIMATED QUANTITIES				
REPAIR NO. COMPONENT REPAIR DESCRIPTION ESTIMATED QUANTITES UNIT			UNIT	
P01	FIXED BEARINGS	REPLACE BEARINGS AT ABUTMENTS AND REPAIR/ REPLACE BEARING CONCRETE PEDESTALS	1	LUMP SUM (1)

(1) LUMP SUM REPAIR ITEM PO1 INCLUDE THE REPLACEMENT OF 14 STEEL PLATE BEARINGS AND 14 PEDESTALS REPAIR/ REPLACEMENT.

INDEX OF SHEETS						
SHEET NO.	DRAWING NO.	TITLE				
1		TITLE SHEET				
2	RR-1	LIST OF REPAIRS, ESTIMATED QUANTITIES, AND LIST OF SHEETS				
3	RR-2	GENERAL NOTES				
4	RR-3	GENERAL PLAN AND ELEVATION				
5	RR-4	REPAIR LOCATION PLAN				
6	RR-5	ABUTMENT BEARING REPLACEMENT DETAILS				
7	RR-6	CONCEPTUAL JACKING DETAILS AT ABUTMENTS - 1				
8	RR-7	CONCEPTUAL JACKING DETAILS AT ABUTMENTS - 2				

BURLINGTON COUNTY BRIDGE COMMISSION

RIVER ROAD (CR 543) **OVER PENNSAUKEN CREEK** PALMYRA, NJ

MAINTENANCE OF BRIDGES, EQUIPMENT, AND OTHER FACILITIES

LIST OF REPAIRS, ESTIMATED QUANTITIES, AND INDEX OF SHEETS

PENNONI ASSOCIATES INC. DATE BY DESCRIPTION SCALE DATE SHEET NO.
AS SHOWN SEPTEMBER 2025 2 OF 8 DRAWING NO.

RR-1

REVISIONS

In Charge

### **GENERAL NOTES:**

### CONSTRUCTION SPECIFICATIONS:

- PROVIDE MATERIALS AND WORKMANSHIP IN ACCORDANCE WITH THE 2019 NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATION) WITH CURRENT SUPPLEMENTAL SPECIFICATIONS AS MODIFIED BY THE SPECIAL PROVISIONS.
- WELDING JOINT PUBLICATION, ANSI/AASHTO/AWS D1.5-2015 BRIDGE WELDING CODE 2015 AND SUBSEQUENT AASHTO INTERIM PUBLICATIONS. USE ANSI/AASHTO/AWS/D1.1-2015.
- 3. NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) DESIGN MANUAL FOR BRIDGES AND STRUCTURES, 2016.

### **DESIGN SPECIFICATIONS:**

- AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, EIGHTH EDITION, 2017, WITH CURRENT INTERIMS AND REVISIONS AND AS MODIFIED BY SECTION 3 OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) DESIGN MANUAL FOR BRIDGES AND STRUCTURES. SIXTH EDITION, 2016.
- 2. DESIGN IS IN ACCORDANCE WITH THE LRFD METHOD.
- 3. DESIGN LIVE LOAD: AASHTO HL-93.
- 4. PEDESTRIAN LIVE LOAD: 0.100 KSF.

### MATERIAL SPECIFICATIONS:

- PROVIDE STRUCTURAL STEEL CONFORMING TO AASHTO M270 (ASTM A709), GRADE 50 DESIGNATION, UNLESS SPECIFIED OTHERWISE.
- ALL BOLTS SHALL BE % " DIAMETER UNLESS OTHERWISE NOTED. PROVIDE FASTENERS CONFORMING TO AASHTO M164 (ASTM A325) UNLESS OTHERWISE NOTED. PROVIDE NUTS CONFORMING TO AASHTO M219 (ASTM A563) UNLESS OTHERWISE NOTED. PROVIDE HARDENED WASHERS CONFORMING TO AASHTO M293 (ASTM F436) UNLESS OTHERWISE NOTED.
- PAINT NEW STRUCTURAL STEEL IN ACCORDANCE WITH SECTION 506 OF THE SUPPLEMENTARY SPECIFICATIONS.
- EXISTING STEEL SURFACES WHERE THE COATING HAS BEEN REMOVED OR DAMAGED DURING THE PROSECUTION OF WORK SHALL BE FIELD PAINTED IN ACCORDANCE WITH SECTION 554 OF THE SUPPLEMENTARY SPECIFICATIONS.

### **GENERAL**:

- THE SCOPE OF WORK FOR EACH REPAIR IS INCLUDED ON THE INDIVIDUAL REPAIR DETAIL SHEETS.
- THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THESE CONTRACT DRAWINGS, THE CONTRACT SPECIFICATIONS, AND ALL OTHER CONTRACT DOCUMENTS AS DEFINED WITHIN THE SPECIFICATIONS.
- THE EXISTING DETAILS. AND DIMENSIONS SHOWN ON THESE PLANS HAVE BEEN OBTAINED FROM RECORD DRAWINGS OF THE EXISTING STRUCTURE. THE CONTRACTOR SHALL PERFORM A FIELD SURVEY TO VERIFY ALL REPAIR LOCATIONS AND DIMENSIONS AFFECTING FABRICATION OR CONSTRUCTION. SHOP AND CONSTRUCTION DRAWINGS SHALL INDICATE FIELD VERIFIED DIMENSIONS. PAYMENT FOR COMPLETING THE FIELD SURVEY SHALL BE CONSIDERED AS INCLUDED WITHIN THE COST FOR FABRICATION OF MATERIALS AFFECTED.
- 4. RECORD DRAWINGS OF THE EXISTING STRUCTURE ARE ON FILE AT THE ENGINEER'S OFFICE, PALMYRA, NEW JERSEY. RECORD DRAWINGS OF THE EXISTING STRUCTURE WILL BE MADE AVAILABLE FOR REFERENCE (BUT MAY NOT BE REMOVED) AT THE ENGINEER'S OFFICE.
- THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIAL WHICH IS TO REMAIN IN PLACE, OR IS TO REMAIN THE PROPERTY OF THE BURLINGTON COUNTY BRIDGE COMMISSION, WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY OF THESE MATERIALS, THE DAMAGED MATERIAL SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT NO EXTRA COST TO THE COMMISSION.
- ALL REPAIR MATERIALS MUST BE ORDERED, DELIVERED, AND FIT VERIFIED BEFORE STARTING ANY STEEL REPAIR.
- CONTRACTOR MUST COMPLETE EACH REPAIR DETAIL IN ONE CONTINUOUS OPERATION. CONTRACTOR MUST OBTAIN APPROVAL FROM THE RESIDENT ENGINEER OR THE INSPECTOR IN CHARGE BEFORE STARTING A NEW REPAIR.
- DURING ALL OPERATIONS OF THIS CONTRACT, THE CONTRACTOR SHALL NOT BE PERMITTED TO DROP MATERIAL OR DEBRIS FROM THE BRIDGE. PROTECTIVE SHIELDS SHALL BE PROVIDED TO CATCH FALLING MATERIAL AND SHIELD THE AREA BELOW THE WORK. ALL DEBRIS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR OUTSIDE OF THE JURISDICTION OF THE BURLINGTON COUNTY BRIDGE COMMISSION, UNLESS OTHERWISE NOTED. IF THE ENGINEER DETERMINES THAT ADEQUATE PROTECTIVE SHIELDS ARE NOT BEING PROVIDED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTIVE SHIELDS ARE EMPLOYED AT NO ADDITIONAL COST TO THE COMMISSION. THE COST OF FURNISHING, INSTALLING, MAINTAINING, REMOVING, AND DISPOSING OF PROTECTIVE MEASURES SHALL BE INCLUDED IN THE LUMP SUM AND UNIT PRICES BID FOR THE SCHEDULED ITEMS IN THE CONTRACT.
- 9. ALL DIMENSIONS ARE HORIZONTAL, EXCEPT AS NOTED.
- 10. SUPERSTRUCTURE DIMENSIONS SHOWN ARE FOR A NORMAL TEMPERATURE OF 68°F.
- 11. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFE ERECTION OF ALL BRIDGE AND STRUCTURAL COMPONENTS. PROVIDE ALL NECESSARY BRACING AND SUPPORTS.
- 12. STABILITY OF THE PORTIONS OF THE EXISTING STRUCTURE THAT ARE TO BE UTILIZED DURING CONSTRUCTION IS TO BE MAINTAINED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION.

### GENERAL . CONTINUED:

- 13. WHERE NEW STEEL IS TO BE CONNECTED TO EXISTING STEEL, THE EXISTING SURFACES SHALL BE CLEANED TO BARE STEEL OF ALL PAINT, LOOSE RUST AND OTHER FOREIGN MATERIAL PRIOR TO THE INSTALLATION OF NEW MATERIAL. EXISTING PAINT SHALL BE CLEANED FROM ALL AREAS WITHIN 2 INCHES OF HIGH STRENGTH BOLTS. THE COST FOR THIS CLEANING SHALL BE INCLUDED IN THE COST FOR INSTALLATION OF NEW MATERIAL.
- 14. TEMPLATES SHALL BE USED FOR DRILLING NEW HOLES, IN BOTH EXISTING AND NEW MATERIAL, WHENEVER THE NEW HOLES ARE REQUIRED TO MATCH NEW OR EXISTING HOLES IN EXISTING MATERIAL. IF ANY BOLT HOLE AFTER REAMING IS MORE THAN 1/8 LARGER THAN THE NOMINAL SIZE OF BOLT INDICATED ON THE DRAWINGS, THE NEXT LARGER SIZE BOLT SHALL BE USED. THE COST OF REAMING EXISTING RIVET HOLES SHALL BE INCLUDED IN THE PRICE FOR INSTALLING THE NEW MATERIAL. NO ADDITIONAL PAYMENT SHALL BE MADE FOR BOLTS LARGER THAN THE NOMINAL SIZE INDICATED ON THE DRAWINGS. BOLT HOLES IN NEW MATERIAL THAT ARE TO MATCH EXISTING HOLES SHALL BE MADE 1/8 UNDERSIZE IN THE SHOP AND REAMED TO SIZE IN THE FIELD AFTER ALIGNMENT AND ASSEMBLY.
- 15. FIELD WELDING IS NOT PLANNED FOR THIS PROJECT. WRITTEN AUTHORIZATION MUST BE OBTAINED FROM THE ENGINEER WITH AN APPROVED WELDING PROCEDURE, PRIOR TO ANY WELDING TAKING PLACE IN THE FIELD.
- 16. VERIFICATION OF FASTENER TENSIONING SHALL BE CONDUCTED BY INSPECTOR. EACH FASTENER THAT HAS PASSED TENSIONING VERIFICATION SHALL BE MARKED WITH A HIGH VISIBLE MARKER SO VISUAL VERIFICATION CAN READILY BE MADE.
- 17. DURING REPAIR OPERATIONS AND DISASSEMBLING OF EXISTING CONNECTIONS, I.E. REMOVAL OF RIVETS AND PLATES, IF AT ANY TIME CORROSION IS OBSERVED BETWEEN CONNECTIONS OR PLATES ARE NOT SEATING FLUSH TOGETHER, THE ENGINEER SHALL BE NOTIFIED AND OF THE CONDITION AND DOCUMENTED. THE ENGINEER DETERMINE IF ADDITIONAL WORK IS REQUIRED TO ADDRESS CORROSION CONCERNS.
- 18. BASED ON ACTUAL FIELD CONDITIONS AT TIME OF REPAIRS, IF LOCATION CONDITIONS HAVE FURTHER DETERIORATED, CONTACT ENGINEER FOR APPROVAL TO EXPAND REPAIR AREA AND PAY QUANTITIES. DO NOT DÉCREASE SIZE OF REPAIRS, WITHOUT WRITTEN AUTHORIZATION.
- 19. ALL COSTS OF REMOVING EXISTING STEEL AND RIVETS, CLEANING AND PAINTING REPAIRED AREAS, INSTALLING WEB AND FILL PLATES, H.S. BOLTS, DRILLING OR REAMING HOLES IN THE EXISTING STEEL SHALL BE INCLUDED IN LUMP SUM ITEM 14.559 LUMP SUM TASK 1.
- 20. CONTRACTOR SHALL SUBMIT FABRICATION DRAWINGS FOR ALL STRUCTURAL STEEL WORK. OVERALL FABRICATION METHODS AND QUALITY CONTROL INSPECTION PROCEDURES SHALL BE INCLUDED AS WRITTEN PROCEDURE SPECIFICATIONS WITH THE SHOP PLAN SUBMISSION.
- 21. CLOSURE OF THE BRIDGE TO VEHICULAR TRAFFIC IS PROHIBITED EXPECT DURING JACKING OPERATIONS. ONCE JACKING IS COMPLETED AND JACKS LOCKED, THE BRIDGE SHALL BE OPENED TO VEHICULAR TRAFFIC.

### UTILITY NOTES:

- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING UTILITIES THROUGHOUT THE DURATION OF CONSTRUCTION. AT NO TIME SHALL THE EXISTING UTILITIES BE DISTURBED AND/OR DISCONNECTED EXCEPT AS SPECIFICALLY DEFINED WITHIN THE SCOPE OF WORK FOR THIS CONTRACT. IF ANY CONSTRUCTION WORK AFFECTS OR IS AFFECTED BY THE EXISTING UTILITIES, THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE BURLINGTON COUNTY BRIDGE COMMISSION.
- CONTRACTOR TO COORDINATE WITH THE GAS COMPANY BEFORE STARTING THE JACKING

### **CONSTRUCTION LOADS:**

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE SIZE, WEIGHT AND TYPE OF ALL CONSTRUCTION EQUIPMENT TO BE USED ON THE STRUCTURE BASED ON THE EXISTING CONDITION OF THE STRUCTURE. NO OVERLOAD VEHICLES SHALL BE PERMITTED ON THE STRUCTURE. THE DETERMINATION OF PERMISSIBLE LOADS SHALL BE MADE BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW JERSEY AND EMPLOYED BY THE CONTRACTOR. INTENDED LOADINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO MOVING ANY CONSTRUCTION VEHICLES ONTO THE BRIDGE STRUCTURE.

### **CONCRETE REPAIRS:**

- 1. CHIP CLEAN, STRAIGHTEN, WIRE BRUSH, AND PAINT WITH EPOXY PAINT ALL EXISTING REINFORCEMENT THAT IS TO REMAIN.
- REMOVE ALL LOOSE AND DAMAGED CONCRETE AND CLEAN CONCRETE ABUTMENT PEDESTALS PRIOR TO INSPECTOR'S SOUNDING OF THE CONCRETE TO DETERMINE PEDESTAL REPAIR REQUIREMENTS
- 3. REPAIR THE CONCRETE ABUTMENT PEDESTALS AS PER DETAIL DRAWINGS AS APPLICABLE.
- REPAIR ANY AREAS OF CONCRETE DAMAGED BY REMOVAL OPERATIONS BEYOND THE REMOVAL LIMITS AT NO ADDITIONAL COST TO THE COMMISSION AND TO THE SATISFACTION OF THE COMMISSION REPRESENTATIVE.
- THE COMMISSION REPRESENTATIVE RESERVES THE RIGHT TO CHANGE THE NATURE AND LIMITS OF WORK TO ASSURE A SATISFACTORY REPAIR.

## ABBREVIATIONS:

ABUT BOT BRGS = ABUTMENT = BOTTOM BEARINGS = **CENTERL INE** = = CLEARANCE CONCRETE DIA = DIAMETER EXIST = EXISTING MAX I MUM = MIN = MINIMUM = PLATE SPACES/SPACED

=

TYPICAL

### RECOMMENDED ORDER OF CONSTRUCTION USING REPAIR PLATES:

- 1. CONTRACTOR TO FIELD VERIFY REPAIR LOCATION AND DIMENSIONS OF EXISTING SECTION LOSS BEFORE FABRICATION. IF THE LIMITS ARE DIFFERENT THAN SHOWN, SUBMIT A PROPOSED REPAIR TO THE ENGINEER PRIOR TO ORDERING OR FABRICATING
- 2. INSTALL TEMPORARY SUPPORTS AT REPAIR LOCATIONS AS NEEDED.
- 3. REMOVE EXISTING RIVETS AND BOLTS. FLAME CUTTING FOR REMOVAL OF RIVETS OR REAMING OF HOLES FOR HIGH STRENGTH BOLTS IS NOT PERMITTED.
- 4. PRIOR TO THE INSTALLATION OF THE REPAIR PLATES, USE POWER TOOLS TO CLEAN THE DETERIORATED AREA.
- 5. APPLY CARBOLINE A-788 SPLASH ZONE MASTIC OR APPROVED SIMILAR PRODUCT TO FILL PITTED AREAS OR SECTION LOSS. GRIND MASTIC FLUSH WITH SURROUNDING SURFACES PRIOR TO INSTALLING REPAIR PLATES.
- 6. APPLY A PRIMER TO THE BASE METAL AND AREAS FILLED WITH MASTIC.
- 7. INSTALL NEW REPAIR PLATES AS INDICATED.
- 8. APPLY FINISH COAT.

### TREATMENT OF AREAS WITH PACK RUST:

- 1. USE POWER TOOLS TO REMOVE PACK RUST IN CREVICES.
- FLOOD APPLY PENETRATING SEALER INTO THE CREVICE/GAP SO THE MATERIAL FLOWS AND WICKS IN. REMOVE EXCESS PENETRATING SEALER AFTER FLOODING.
- BRUSH APPLY A STRIPE COAT OF INTERMEDIATE PAINT/PRIMER TO THE ENTIRE CREVICE/GAP.
- CAULK THE CREVICE/GAP TO FULLY BRIDGE AND SEAL THE AREA FROM MOISTURE INTRUSION. IF APPLIED TO MULTI -SIDED SURFACES, APPLY CAULK TO THE TOP AND SIDES OF CREVICE/GAPS ONLY. ALLOW A DOWNWARD FACING OR BOTTOM CREVICE/GAP TO REMAIN UNCAULKED SO MOISTURE THAT MAY ENTER THE CREVICE/GAP CAN ESCAPE.
- 5. APPLY FINISH COAT.

REVISIONS

### BRIDGE DECK JOINTS AT THE ABUTMENTS:

1. THE BRIDGE DECK JOINTS AT THE ABUTMENT SHALL BE INSPECTED AFTER THE BEARING REPLACEMENT OPERATION IS COMPLETE. IF THE JOINTS ARE FOUND TO BE DAMAGED, THE CONTRACTOR SHALL RESEAL THE JOINTS USING RUBBER ASPHALT JOINT SEALÉR.

### BURLINGTON COUNTY BRIDGE COMMISSION

RIVER ROAD (CR 543) **OVER PENNSAUKEN CREEK** PALMYRA, NJ

MAINTENANCE OF BRIDGES, EQUIPMENT, AND OTHER **FACÍLITIES** 

GENERAL NOTES

DATE

AS SHOWN SEPTEMBER 2025 3 OF 8

SHEET NO.

SCALE

PENNONI ASSOCIATES INC. DATE BY REV. DESCRIPTION

DRAWING NO.

RR-2

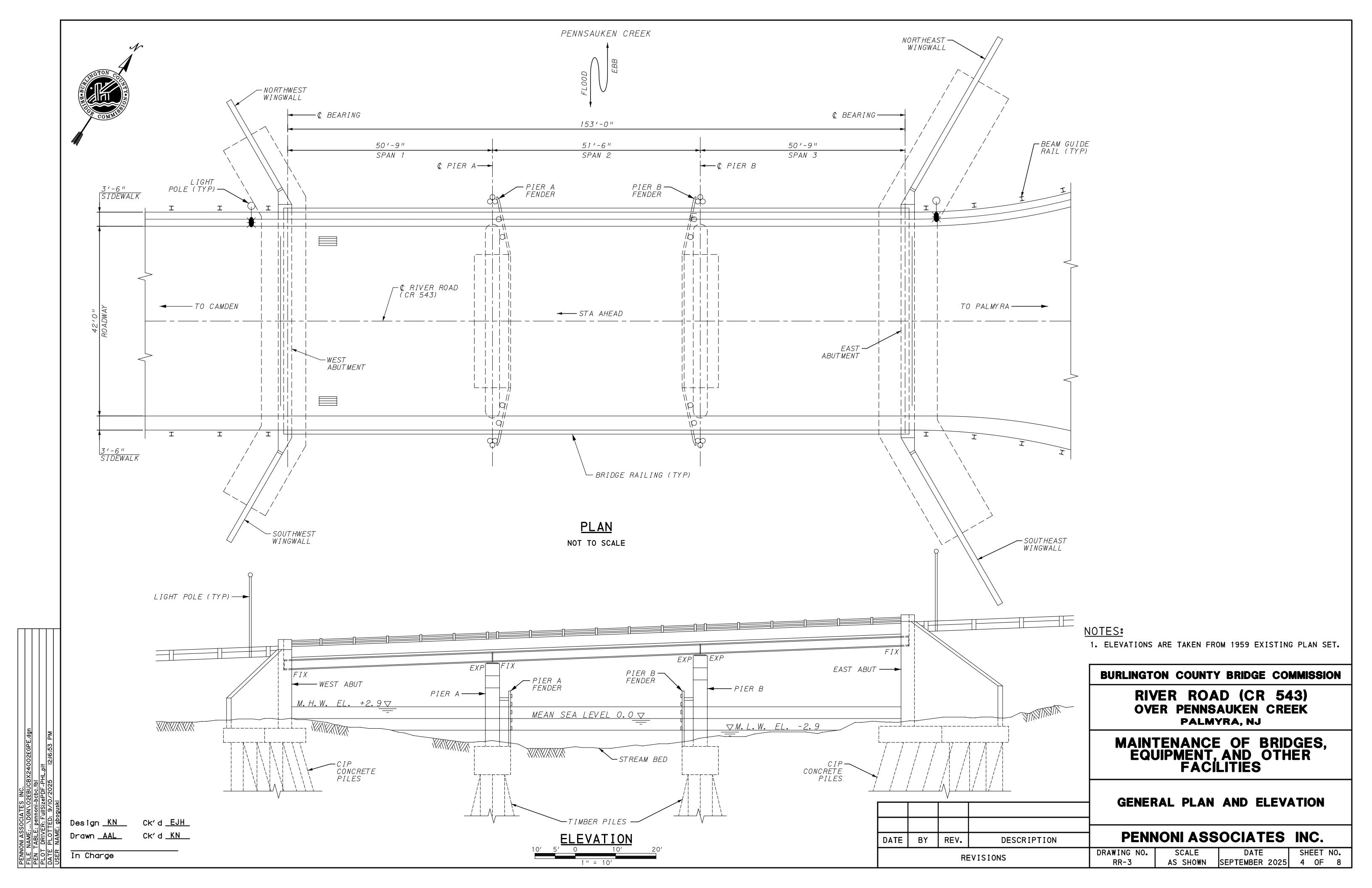
In Charge

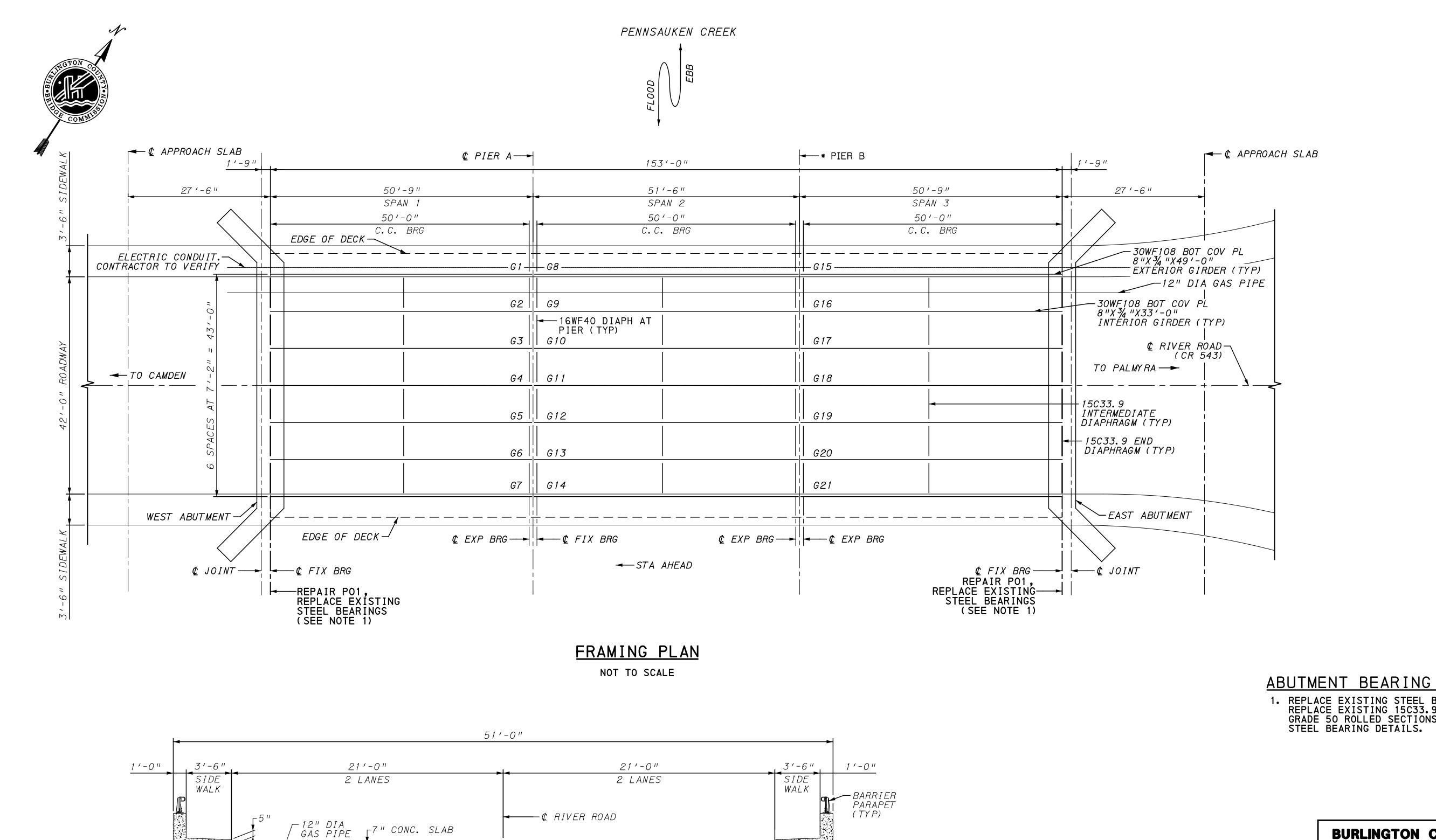
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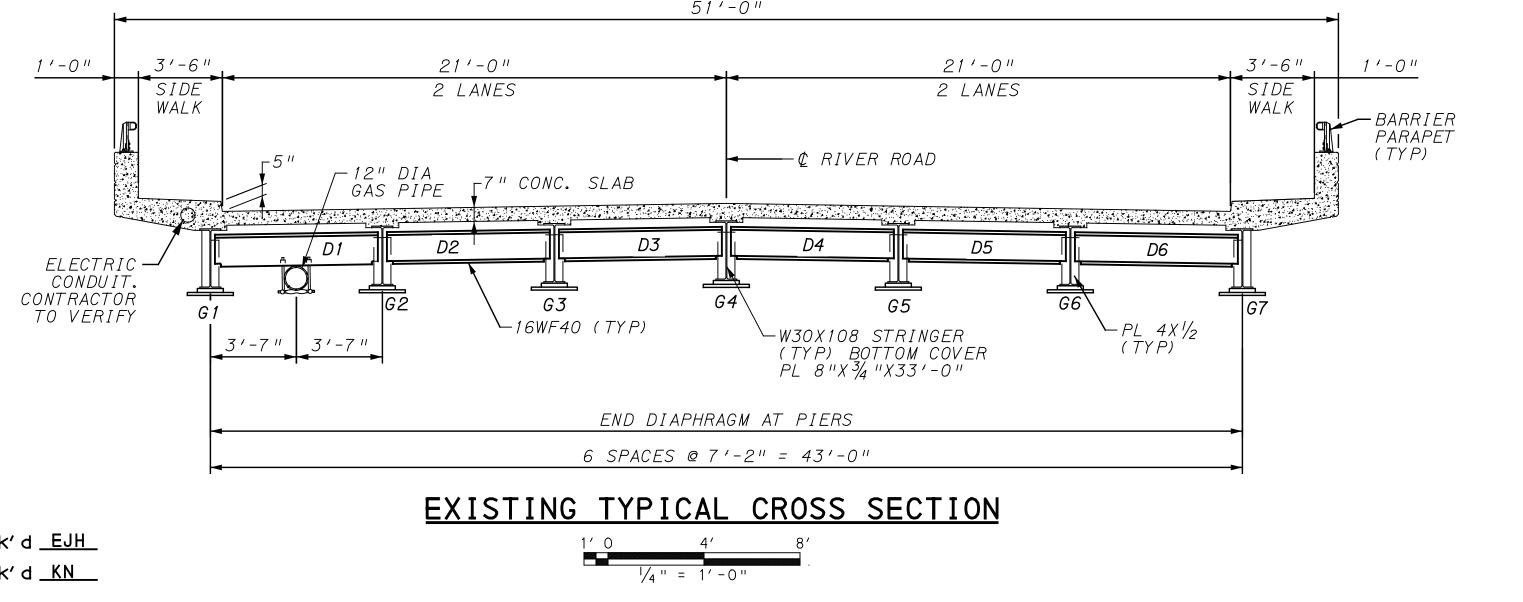
CK' d <u>KN</u> Drawn <u>AAL</u>

CK' d <u>EJH</u>

Design <u>KN</u>







In Charge

# ABUTMENT BEARING REPLACEMENT NOTES:

1. REPLACE EXISTING STEEL BEARINGS IN-KIND AND REPLACE EXISTING 15C33.9 DIAPHRAGMS WITH W16X40 GRADE 50 ROLLED SECTIONS. SEE SHEET 6 FOR EXISTING STEEL BEARING DETAILS.

# **BURLINGTON COUNTY BRIDGE COMMISSION** RIVER ROAD (CR 543) **OVER PENNSAUKEN CREEK**

PALMYRA, NJ

MAINTENANCE OF BRIDGES, EQUIPMENT, AND OTHER FACILITIES

REPAIR LOCATION PLAN

AS SHOWN

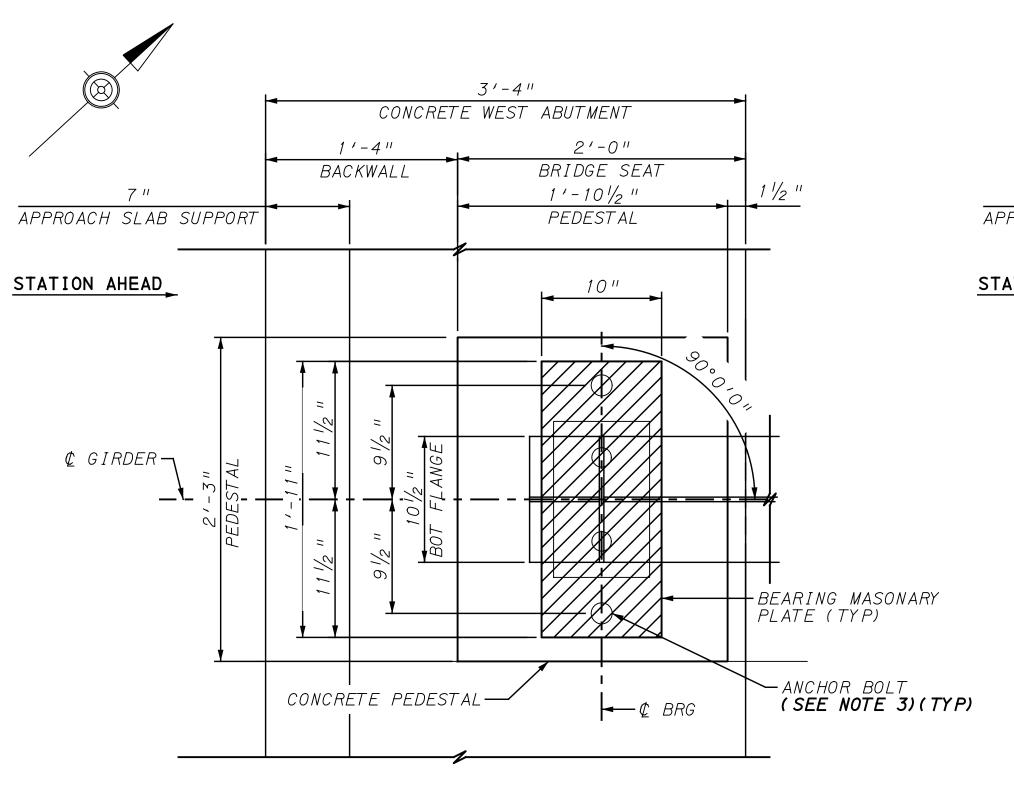
SEPTEMBER 2025 5 OF 8

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ATE	BY	REV.	DESCRIPTION	PENNONI ASSOCIATES INC.				
REVISIONS			EVISIONS	DRAWING NO.	SCALE	DATE SEPTEMBER 2025	SHEET NO.	•

RR-4

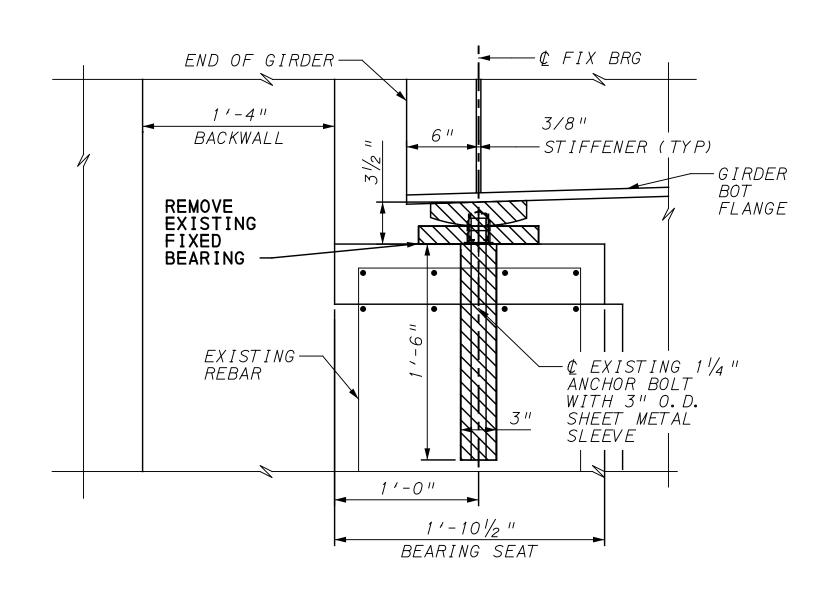
LEGEND:

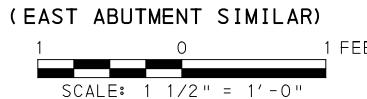
END DIAPHRAGMS BEARINGS/ BEAMS LINES



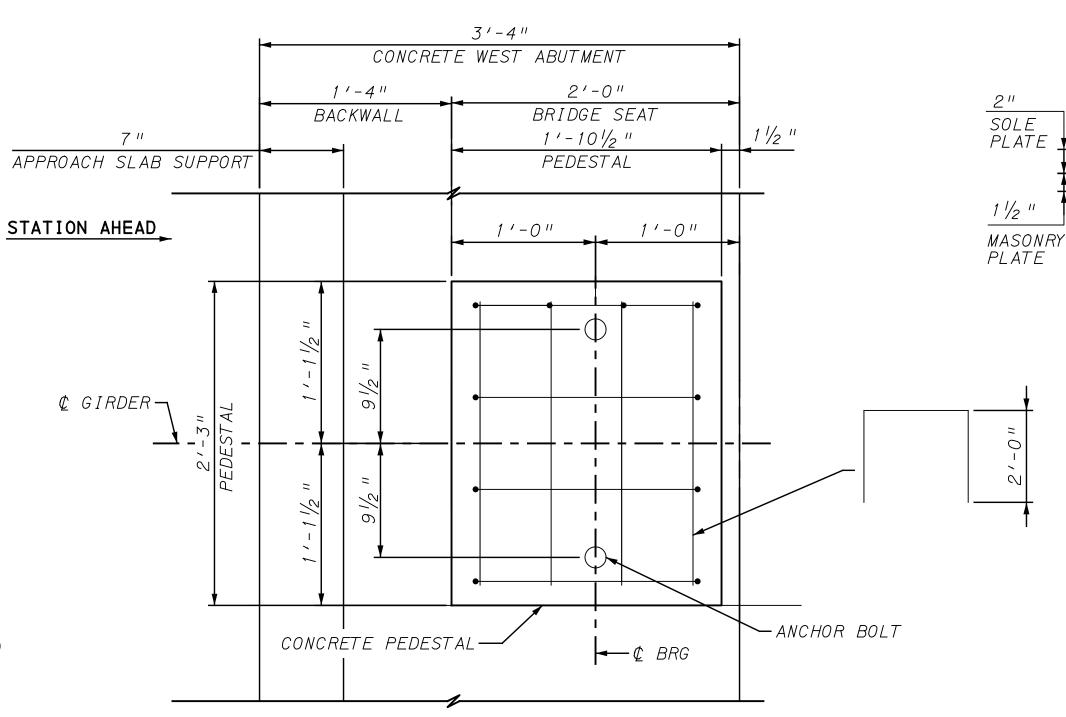
# EXISTING WEST ABUTMENT BEARING PLAN

(EAST ABUTMENT SIMILAR) 1 FEET SCALE: 1 1/2" = 1'-0"









## EXISTING WEST CONCRETE PEDESTAL DETAILS

(EAST ABUTMENT SIMILAR) SCALE: 1 1/2" = 1'-0"

-11/2" DIA SWEDGE ANCHOR BOLT OR APPROVED EQUAL, ASTM

/-SWEDGE ANCHOR BOLT,
HEX NUT, JAM NUT & 3/8 " P
WASHER. (TYP) DRAW NUT

OFF 1/4 TURN AND PEEN BOLT THREADS AT FACE OF NUTS

-1/2" THICK STEEL PLATE

FINGER TIGHT AND BACK

F1554, GRADE 105, HOT

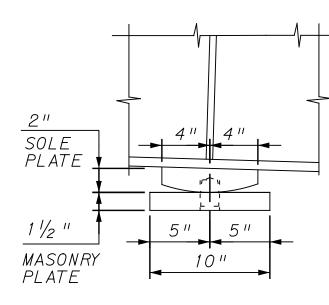
DIPPEĎ GALVANIZEĎ

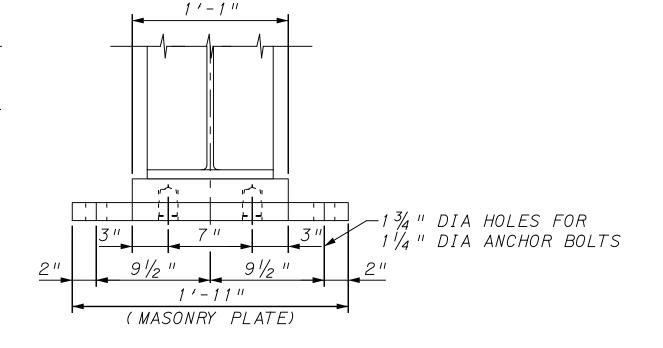
-3" DIA HOLE FILLED WITH

PROPOSED ANCHOR BOLT DETAIL

NOT TO SCALE

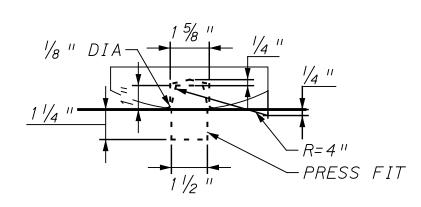
NONSHRINK GROUT





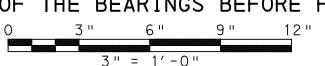
## EXISTING BEARING DETAIL AT ABUTMENTS

(SHOWN FOR INFORMATION, CONTRACTOR TO VERIFY THE DIMENSIONS OF THE BEARINGS BEFORE FABRICATION)



## EXISTING DETAIL OF DOWEL

(SHOWN FOR INFORMATION, CONTRACTOR TO VERIFY THE DIMENSIONS OF THE BEARINGS BEFORE FABRICATION)



## NOTES:

- 1. CONTRACTOR TO REPLACE THE EXISTING BEARINGS IN KIND, SEE GENERAL NOTES AND SPECIFICATION SECTION 556 FOR STEEL GRADE.
- 2. FEILD VERIFY THE DIMENSIONS OF THE EXISTING BEARINGS ASSEMBLY DIMENSIONS DETAILED ON THIS SHEET BEFORE FABRICATING NEW BEARINGS.
- 3. REMOVE THE EXISTING BEARINGS. CORE DRILL WITH A 3 INCH DIAMETER DRILL BIT AND EXTRACT THE EXISTING ANCHOR BOLTS. ENSURE THAT THE EXISTING REINFORCEMENT IN THE PEDESTALS IS NOT DAMAGED DURING CORE DRILLING. PREVENT THE COLLECTION AND FREEZING OF WATER IN HOLES DURING THE TIME BETWEEN WHEN THE ANCHOR BOLTS ARE SET AND WHEN THE BEARINGS ARE PLACED. FILL THE HOLES WITH AN -TOP OF FINISHED PIER PEDESTAL ENVIRONMENTALLY SAFE ANTIFREEZE MATERIAL, SEAL THE TOP WITH A WATERTIGHT CAP, AND COAT WITH A RUBBER-ASPHALT JOINT SEALER.
  - 4. INSPECT THE CONDITION OF PEDESTAL AFTER REMOVING THE BEARINGS. IF DIRECTED BY FIELD INSPECTOR REBUILD NEW PEDESTAL TO THE SAME ELEVATIONS AS BEFORE. REBUILDING OF THE PEDESTALS WILL REQUIRE REINFORCEMENT IF THE PEDESTAL HEIGHT IS GREATER THAN THREE (3) INCHES AS SHOWN IN THE DETAIL THIS SHEET.
  - 5. REMOVE THE ENVIRONMENTALLY SAFE ANTIFREEZE MATERIAL AND OTHER FOREIGN MATERIAL FROM THE ANCHOR BOLT HOLES. RINSE CLEAN THE WITH WATER AND DRY HOLE BEFORE PLACING THE NEW ANCHOR BOLT IN THE CENTER OF HOLE AND FILLING IT WITH NON-SHRINK GROUT.

REVISIONS

## **BURLINGTON COUNTY BRIDGE COMMISSION**

RIVER ROAD (CR 543) **OVER PENNSAUKEN CREEK** PALMYRA, NJ

MAINTENANCE OF BRIDGES, EQUIPMENT, AND OTHER FACILITIES

**ABUTMENT BEARING** REPLACEMENT DETAILS

AS SHOWN | SEPTEMBER 2025

6 OF 8

PENNONI ASSOCIATES INC. **DESCRIPTION** DATE BY REV. DRAWING NO. SCALE SHEET NO.

RR-5

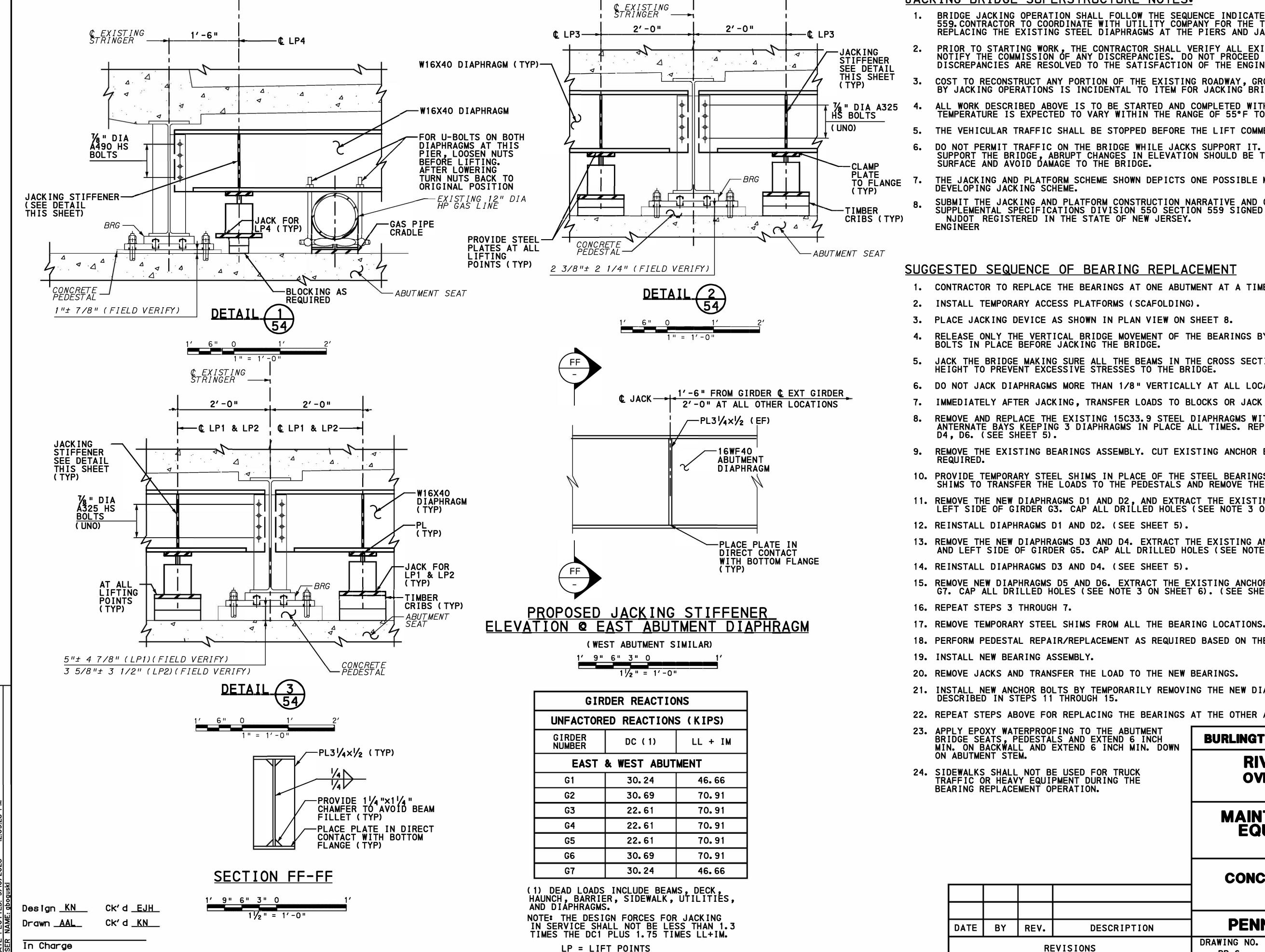
# EXISTING WEST ABUTMENT BEARING ELEVATION

1 FEET

TO BE REMOVED

CK' d <u>EJH</u> Ck' d <u>KN</u> Drawn <u>AAL</u>

In Charge



JACKING BRIDGE SUPERSTRUCTURE NOTES:

- BRIDGE JACKING OPERATION SHALL FOLLOW THE SEQUENCE INDICATED IN SUPPLEMENTAL SPECIFICATION 559. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR THE TEMPORARY SUPPORT OF GAS PIPE BEFORE REPLACING THE EXISTING STEEL DIAPHRAGMS AT THE PIERS AND JACKING OPERATION.
- PRIOR TO STARTING WORK, THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS AND NOTIFY THE COMMISSION OF ANY DISCREPANCIES. DO NOT PROCEED WITH REHABILITATION WORK UNTIL ALL DISCREPANCIES ARE RESOLVED TO THE SATISFACTION OF THE ENGINEER.
- COST TO RECONSTRUCT ANY PORTION OF THE EXISTING ROADWAY, GROUND, OR STRUCTURE DAMAGED OR DISTURBED BY JACKING OPERATIONS IS INCIDENTAL TO ITEM FOR JACKING BRIDGE SUPERSTRUCTURE.
- ALL WORK DESCRIBED ABOVE IS TO BE STARTED AND COMPLETED WITHIN A PERIOD WHEN THE AMBIENT TEMPERATURE IS EXPECTED TO VARY WITHIN THE RANGE OF 55°F TO 95°F.
- 5. THE VEHICULAR TRAFFIC SHALL BE STOPPED BEFORE THE LIFT COMMENCES AND RESUMED FOLLOWING THE LIFT.
- DO NOT PERMIT TRAFFIC ON THE BRIDGE WHILE JACKS SUPPORT IT. TRAFFIC IS PERMITTED WHILE BLOCKS SUPPORT THE BRIDGE, ABRUPT CHANGES IN ELEVATION SHOULD BE TRANSITIONED TO PROVIDE A SAFE RIDING SURFACE AND AVOID DAMAGE TO THE BRIDGE.
- THE JACKING AND PLATFORM SCHEME SHOWN DEPICTS ONE POSSIBLE METHOD. CONTRACTOR RESPONSIBLE FOR
- SUBMIT THE JACKING AND PLATFORM CONSTRUCTION NARRATIVE AND CALCULATIONS IN ACCORDANCE WITH SUPPLEMENTAL SPECIFICATIONS DIVISION 550 SECTION 559 SIGNED AND SEALED BY A PROFESSIONAL

- 1. CONTRACTOR TO REPLACE THE BEARINGS AT ONE ABUTMENT AT A TIME.
- RELEASE ONLY THE VERTICAL BRIDGE MOVEMENT OF THE BEARINGS BY REMOVING THE NUTS AND LEAVE THE ANCHOR BOLTS IN PLACE BEFORE JACKING THE BRIDGE.
- JACK THE BRIDGE MAKING SURE ALL THE BEAMS IN THE CROSS SECTION IS LIFTED AT THE SAME TIME AND HEIGHT TO PREVENT EXCESSIVE STRESSES TO THE BRIDGE.
- DO NOT JACK DIAPHRAGMS MORE THAN 1/8" VERTICALLY AT ALL LOCATIONS.
- IMMEDIATELY AFTER JACKING, TRANSFER LOADS TO BLOCKS OR JACK STANDS OR LOCK OFF JACK.
- REMOVE AND REPLACE THE EXISTING 15C33.9 STEEL DIAPHRAGMS WITH NEW W16X40 ROLLED SECTIONS IN ANTERNATE BAYS KEEPING 3 DIAPHRAGMS IN PLACE ALL TIMES. REPLACE D1, D3, D5 FIRST, THEN REPLACE D2,
- REMOVE THE EXISTING BEARINGS ASSEMBLY. CUT EXISTING ANCHOR BOLTS FLUSH WITH TOP OF PEDESTAL AS
- 10. PROVIDE TEMPORARY STEEL SHIMS IN PLACE OF THE STEEL BEARINGS & LOWER THE BRIDGE ON TO THE TEMPORARY SHIMS TO TRANSFER THE LOADS TO THE PEDESTALS AND REMOVE THE JACKING ASSEMBLY.
- 11. REMOVE THE NEW DIAPHRAGMS D1 AND D2, AND EXTRACT THE EXISTING ANCHOR BOLTS UNDER GIRDERS G1, G2 AND LEFT SIDE OF GIRDER G3. CAP ALL DRILLED HOLES (SEE NOTE 3 ON SHEET 6). (SEE SHEET 5).
- 13. REMOVE THE NEW DIAPHRAGMS D3 AND D4. EXTRACT THE EXISTING ANCHOR BOLTS RIGHT SIDE OF GIRDER G3, G4 AND LEFT SIDE OF GIRDER G5. CAP ALL DRILLED HOLES (SEE NOTE 3 ON SHEET 6). (SEE SHEET 5).
- 15. REMOVE NEW DIAPHRAGMS D5 AND D6. EXTRACT THE EXISTING ANCHOR BOLTS RIGHT SIDE OF GIRDER G5, G6 AND G7. CAP ALL DRILLED HOLES (SEE NOTE 3 ON SHEET 6). (SEE SHEET 5).
- 18. PERFORM PEDESTAL REPAIR/REPLACEMENT AS REQUIRED BASED ON THE PEDESTAL CONCRETE FINAL CONDITION.
- 21. INSTALL NEW ANCHOR BOLTS BY TEMPORARILY REMOVING THE NEW DIAPHRAGMS FOLLOWING THE SEQUENCE AS
- 22. REPEAT STEPS ABOVE FOR REPLACING THE BEARINGS AT THE OTHER ABUTMENT.

BURLINGTON COUNTY BRIDGE COMMISSION

RIVER ROAD (CR 543) **OVER PENNSAUKEN CREEK** PALMYRA, NJ

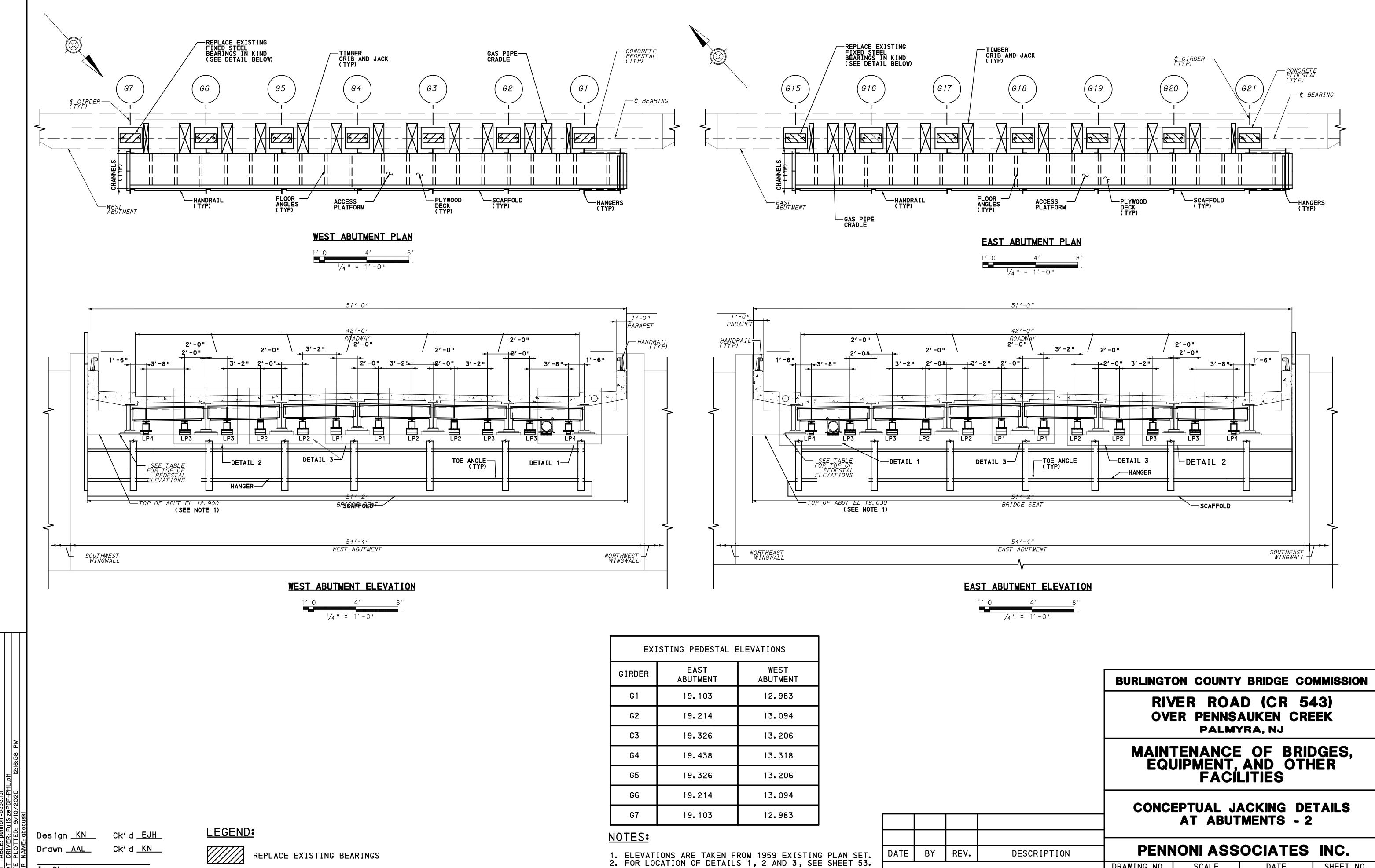
MAINTENANCE OF BRIDGES, EQUIPMENT, AND OTHER **FACÍLITIES** 

AS SHOWN SEPTEMBER 2025 7 OF 8

CONCEPTUAL JACKING DETAILS AT ABUTMENTS - 1

PENNONI ASSOCIATES INC. SCALE SHEET NO.

RR-6



SHEET NO.

AS SHOWN SEPTEMBER 2025 8 OF 8

DRAWING NO.

RR-7

REVISIONS

SCALE

In Charge