



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

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CHOSEN FREEHOLDERS**

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JAMES E. PELLETIERE, RMC
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THOMAS O. MINEO, P.E.
*County Engineer,
Director, Division of Engineering*

MEMO TO: ALL PROSPECTIVE BIDDERS

FROM: Thomas O. Mineo, P.E.
County Engineer

DATE: June 26, 2019

RE: ADDENDUM NUMBER 1 - BA#25-2019
MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION, NEW JERSEY
UNION COUNTY ENGINEERING PROJECT #2019-003

You are hereby notified of the following addendum to the plans and specifications for the above-referenced project pursuant to the question(s) received below. **PLEASE NOTE THAT THE ATTACHED "REVISED BID FORM" AND "ACKNOWLEDGEMENT OF ADDENDUM NUMBER 1" FORM MUST BE COMPLETED AND SUBMITTED WITH THE ORIGINAL BID SUBMISSION PACKET.**

Question 1: Bid Item #7 – Uniformed Traffic Directors, please provide amount of allowance.

Page SP6, Section 159 – Traffic Control states "an allowance for Uniformed Traffic Directors has been included in the proposal". The bid form does not have a pre-filled allowance amount under Bid Item #7.

Response 1: Bid Item #7 on Page B-4 has been changed to an Allowance in the amount of \$8,000.00. All costs for Uniformed Traffic Directors, including any associated costs for vehicle rental, etc., shall be paid by the contractor and directly reimbursed without markup to the Contractor under the Allowance line item. The quantities on the attached Plan Sheet 2 of 10, revised through June 26, 2019, have been updated accordingly.

**ADDENDUM NUMBER 1
JUNE 26, 2019**

ACKNOWLEDGMENT OF ADDENDUM

ADDENDUM NUMBER 1

DATED: JUNE 26, 2019

COUNTY OF UNION

MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION, NEW JERSEY

BA#25-2019
UC ENGINEERING PROJECT #2019-003

(Name of Construction /Public Works Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
<u>ADDENDUM NUMBER 1:</u> Bid Specifications: Replace Page B-4 with Revised Page B-4 - Addendum No. 1 dated June 26, 2019. Plan Sheets: Replace Plan Sheet 2 of 10 with Revised Plan Sheet 2 of 10.		

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

ADDENDUM NO. 1
JUNE 26, 2019

Bidder's Name _____

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

**MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#25-2019; Union County Engineering Project #2019-003**

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

BASE BID ITEMS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	CLEARING SITE	LS	1		
3	BREAKAWAY BARRICADE	UN	10		
4	DRUM	UN	20		
5	TRAFFIC CONE	UN	40		
6	CONSTRUCTION SIGNS	SF	100		
7	UNIFORMED TRAFFIC DIRECTORS	ALLOW	ALLOW	\$8,000.00	\$8,000.00
8	EXCAVATION, TEST PIT	CY	15		
9	HMA MILLING, 3" OR LESS	SY	350		
10	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	45		
11	BELGIAN BLOCK CURB	LF	190		
12	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	SY	80		
13	TRAFFIC MARKING LINES, 4" THICK	LF	180		
14	INLET, TYPE B	UN	3		
15	INLET, TYPE E	UN	1		
16	12" REINFORCED CONCRETE PIPE	LF	270		
17	TREE REMOVAL, 24" TO 36"	UN	1		
18	TOPSOILING, 4" THICK	SY	50		
19	FERTILIZING AND SEEDING, TYPE A-3	SY	50		
20	STRAW MULCHING	SY	50		

Written _____

Figures _____

BID CONTINGENCY: (To be used if and when directed by the County)

TEN THOUSAND DOLLARS AND NO CENTS

Written

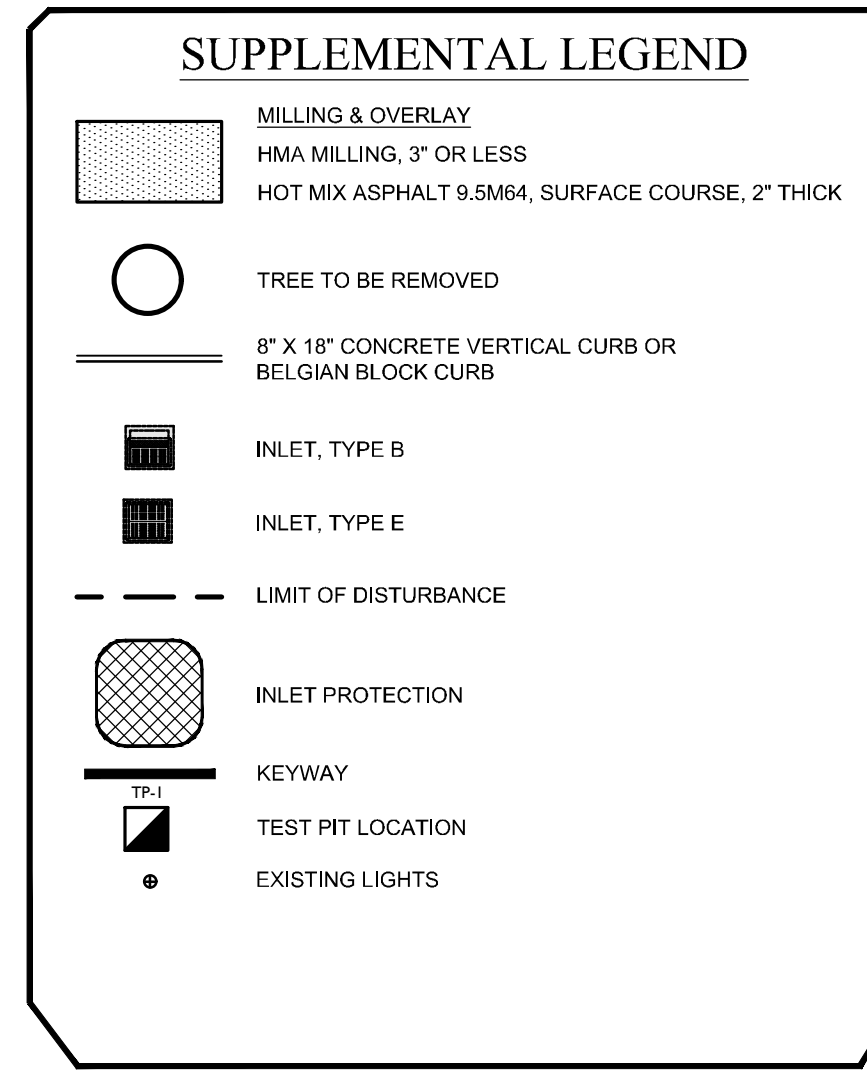
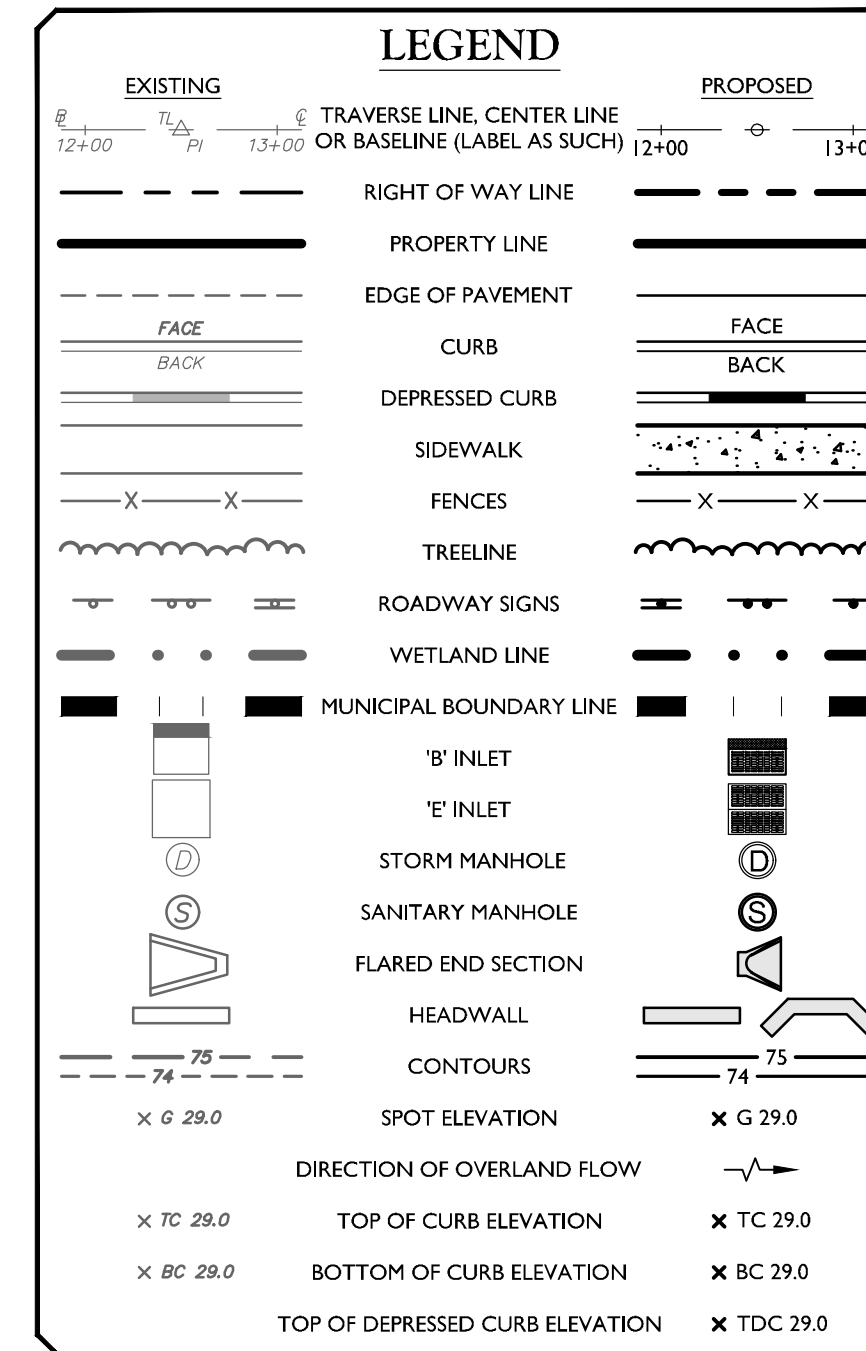
\$10,000.00

Figures

GENERAL NOTES:

- NO CONSTRUCTION ACTIVITY IS TO TAKE PLACE OUTSIDE OF THE LIMIT OF DISTURBANCE UNLESS DIRECTED BY THE ENGINEER. THE LIMIT OF DISTURBANCE IS WITHIN 2' OF THE LIMIT OF CONSTRUCTION.
- TOPOGRAPHIC FEATURES SHOWN HEREON ARE BASED, IN PART, ON A SURVEY PERFORMED BY MASER CONSULTING P.A. HORIZONTAL SYSTEM IS NEW JERSEY STATE PLANE COORDINATE SYSTEM (N.A.D. 1983) AND VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988). THE BALANCE OF THE TOPOGRAPHY SHOWN IS BASED ON NJDEP AERIAL MAPS AND ON FIELD OBSERVATIONS.
- THE LOCATION OF, AND DATA ON HORIZONTAL AND VERTICAL SURVEY CONTROL SHALL BE PROVIDED TO THE CONTRACTOR BY THE ENGINEER PRIOR TO THE START OF WORK.
- QUANTITIES FOR CONSTRUCT ITEMS SHOWN ARE APPROXIMATE. ENGINEER MAY ADJUST QUANTITIES IN THE FIELD.
- CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE 2007 NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS AMENDED BY THE SUPPLEMENTARY SPECIFICATION.
- THE CONTRACTOR SHALL RESET ALL MANHOLES, INLETS AND VALVES IN ROADWAYS THAT REQUIRE ADJUSTMENT IN THE FIELD PER THOSE BID ITEMS IN THE CONTRACT. NO SEPARATE PAYMENT WILL BE MADE FOR RESETTING VALVES.
- SUBBASE MATERIAL FOR SIDEWALKS, CURB, OR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED TO 95% OPTIMUM DENSITY (% DETERMINED BY MODIFIED PROCTOR METHOD).
- ROADWAY GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL SOFT, YIELDING, OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER A.S.T.M. TEST D-1557. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED, LICENSED, SOILS ENGINEER, CERTIFYING THAT THE SUBBASE WITHIN THE AREAS TO BE PAVED HAS BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS.
- ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER OR MASER CONSULTING P.A. IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN. ENGINEER RESERVES THE RIGHT TO CORRECT THESE DRAWINGS.
- THESE PLANS DO NOT PROVIDE FOR ANY STOCKPILE AREAS. IF THE CONTRACTOR OBTAINS ANY LOCATIONS FOR STOCKPILING THE ERODIBLE MATERIAL FOR THIS PROJECT, IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO HAVE A NJ LICENSED PROFESSIONAL ENGINEER PREPARE SOIL EROSION AND SEDIMENT CONTROL PLANS AND TO APPLY FOR AND OBTAIN PLAN CERTIFICATION FROM THE SOMERSET-UNION SOIL CONSERVATION DISTRICT.
- AT THE END OF EACH WORKDAY, THE CONTRACTOR SHALL CLEAN AND REMOVE ALL CONSTRUCTION DEBRIS FROM ROADWAYS AND MAINTAIN SAFE ACCESS TO ALL HOMES AND BUSINESSES FOR PEDESTRIANS AND VEHICLES.
- NO SEPARATE PAYMENT SHALL BE MADE FOR ROADWAY EXCAVATION, UNCLASSIFIED, SAWCUTTING, REMOVAL OF CURB, SIDEWALK, OR CONCRETE PAVEMENT, OR CLEARING SITE, INCLUDING TREE STUMPS IN THE RIGHT-OF-WAY FOR THE EXTENT OF THE PROJECT AREA. INCLUDE ALL COSTS FOR THE ABOVE IN THE VARIOUS ITEMS IN THE PROPOSAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UTILITY COMPANIES TO DETERMINE EACH COMPANY'S SCHEDULE FOR THE RELOCATING AND/OR RESETTING OF THEIR FACILITIES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR COORDINATING UTILITY WORK SO THAT ANY CONTRACT WORK TO BE PERFORMED BY THE CONTRACTOR DOES NOT INTERFERE WITH OR DELAY THE EFFORTS OF THE UTILITY COMPANIES.
- EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL CONTACT THE SAFE DIG HOTLINE (1-800-272-1000) AND VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO ANY EXCAVATION. WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTION, TEST PITS SHALL BE DUG BY THE CONTRACTOR TO ASCERTAIN EXISTING INVERTS, MATERIALS, AND SIZE. TEST PIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENTS AS MAY BE REQUIRED TO AVOID UTILITY CONFLICTS.
- LOCATION OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE CONFIRMED INDEPENDENTLY WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. SANITARY SEWER AND ALL OTHER UTILITY SERVICES CONNECTION POINTS SHALL BE CONFIRMED INDEPENDENTLY BY THE CONTRACTOR IN FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES SHALL BE REPORTED IMMEDIATELY IN WRITING TO THE ENGINEER. CONSTRUCTION SHALL COMMENCE BEGINNING AT THE LOWEST POINTS. CROSSINGS WITH EXISTING UNDERGROUND INSTALLATIONS SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.

- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHY AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. ANY DISCREPANCIES SHALL BE PROVIDED TO THE ENGINEER IN WRITING IMMEDIATELY.
- ELEVATIONS OF EXISTING DRAINAGE STRUCTURES SHALL BE VERIFIED BY THE CONTRACTOR.
- ALL TEST PITS SHALL BE EXCAVATED AND ANALYZED PRIOR TO ORDERING ANY MATERIALS.
- ALL TRENCHES SHALL BE BACKFILLED AND RECEIVE A MINIMUM OF 2 INCHES OF HOT MIX ASPHALT PAVEMENT AT THE END OF EACH DAY. THERE SHALL BE NO SEPARATE PAYMENT FOR THIS WORK. COSTS SHALL BE INCLUDED IN THE VARIOUS ITEMS LISTED IN THE PROPOSAL.
- DENSE GRADED AGGREGATE BASE COURSE SHALL BE INSTALLED IF & WHERE DIRECTED.
- TACK COAT SHALL BE IN ACCORDANCE WITH SECTION 401.03.02.
- INSTALLATION OF HOT MIX ASPHALT SURFACE COURSE SHALL NOT BE PERMITTED UNTIL THE BASE COURSE IS APPROVED BY THE ENGINEER. THE ENGINEER MAY DIRECT THE CONTRACTOR TO MAKE CORRECTIVE MEASURES TO THE BASE COURSE PRIOR TO THE INSTALLATION OF THE SURFACE COURSE AT NO ADDITIONAL COST TO THE OWNER.
- UNLESS ECHELON PAVING IS USED, ALL JOINTS RESULTING FROM THE PAVING OPERATIONS SHALL BE CONSIDERED COLD JOINTS AND POLYMERIZED JOINT ADHESIVE SHALL BE APPLIED IN ACCORDANCE WITH THE NJDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2007, UNDER SUBSECTION 401.03.03 E.1.b COLD JOINT PAVING.
- THE MAXIMUM LENGTH OF LONGITUDINAL COLD JOINT IS 300 FEET OR UP TO 500 FEET IF DIRECTED BY THE ENGINEER. NO LONGITUDINAL COLD JOINTS ARE TO BE LEFT EXPOSED AT THE END OF THE DAY'S WORK OR OVERNIGHT.
- CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS WHEN RECONSTRUCTING OR OVERLAYING UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY QUESTIONABLE DRAINAGE AREAS SO THAT FIELD ADJUSTMENTS CAN BE MADE TO ELIMINATE PONDING.
- EXISTING GUTTERLINE GRADES ARE TO BE MAINTAINED EXCEPT AS OTHERWISE SHOWN ON PLAN OR DIRECTED BY THE ENGINEER.
- THE EDGES OF THE BASE COURSE ITEMS SHALL BE PARALLEL TO THE ROADWAY CENTERLINE AND RECTANGULAR IN SHAPE. ALL EDGES SHALL BE VERTICAL.
- THE CONTRACTOR SHALL VERIFY THE SIZES OF ALL NEW CASTINGS OR PARTIAL CASTINGS TO BE PLACED ON EXISTING STRUCTURES BEFORE ORDERING THEM TO ENSURE THAT THEY WILL FIT.
- THE LOCATION AND CONFIGURATION OF EXISTING TRAFFIC STRIPES AND MARKINGS SHOWN ON THIS PLAN ARE APPROXIMATE. THE CONTRACTOR SHALL MEASURE AND RECORD THE ACTUAL SIZE, LOCATION, AND CONFIGURATION OF EXISTING TRAFFIC STRIPES AND MARKINGS AND REPLACE IN KIND OR AS DIRECTED BY THE ENGINEER. THERE WILL BE NO SEPARATE PAYMENT FOR THIS TASK.
- LOCATIONS OF GAS AND WATER VALVES SHOWN ARE APPROXIMATE. THERE MAY BE MORE THAN SHOWN ON CONSTRUCTION PLANS. CONTRACTOR IS RESPONSIBLE FOR RESETTING ALL VALVE CASTINGS, REGARDLESS OF WHAT IS SHOWN ON PLANS. INCLUDE COST IN VARIOUS ITEMS IN THE BID PROPOSAL.
- RESTORE TURF AREAS WITH 4" THICK BORROW TOPSOILING, FERTILIZING & SEEDING, TYPE 'A-3', & STRAW MULCHING.
- THE TOPSOIL USED FOR THIS PROJECT SHALL BE IN STRICT CONFORMANCE TO THE PROJECT SPECIFICATIONS. ANY TOPSOIL NOT MEETING THE SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL SUBMIT SEED BAG TICKETS TO THE ENGINEER FOR APPROVAL PRIOR TO PLACING SEED.
- CONTRACTOR SHALL ESTABLISH A FULL STAND OR GRASS WITH NO BARE PATCHES, CRABGRASS OR WEEDS.
- PAVEMENT SHALL BE SAWCUT TO FULL DEPTH OF EXISTING PAVEMENT AT THE TIME OF CONSTRUCTION. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.
- NO SEPARATE PAYMENT WILL BE MADE FOR EXCAVATION OR FOR REMOVAL OF MATERIAL BELOW THE LIMITS OF THE HMA MILLING PAY ITEM, OR THAT REQUIRED FOR CONSTRUCTION OF CURB, SIDEWALK, OR OTHER ITEMS SHOWN ON THE PLANS. ALL COSTS FOR THE WORK, INCLUDING DISPOSAL, SHALL BE INCLUDED IN THE PRICES BID IN THE VARIOUS ITEMS SCHEDULED IN THE PROPOSAL.
- ALL TRAFFIC STRIPES AND MARKINGS SHALL BE LONG-LIFE THERMOPLASTIC.
- CONTRACTOR TO EXERCISE CAUTION WHEN PERFORMING WORK ADJACENT TO EXISTING RETAINING WALLS AND LANDSCAPE STRUCTURES. ANY RETAINING WALLS OR LANDSCAPE STRUCTURES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR IS ENCOURAGED TO TAKE PRECONSTRUCTION PHOTOGRAPHS TO AVOID INCONCLUSIVE DISPUTES DURING OR AFTER CONSTRUCTION.



BASE BID PROPOSAL QUANTITIES			
PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL PROJECT QUANTITY
1	MOBILIZATION	LS	1
2	CLEARING SITE	LS	1
3	BREAKAWAY BARRICADE	UN	10
4	DRUM	UN	20
5	TRAFFIC CONE	UN	40
6	CONSTRUCTION SIGNS	SF	100
7	UNIFORMED TRAFFIC DIRECTORS	ALLOW	ALLOW
8	EXCAVATION, TEST PIT	CY	15
9	HMA MILLING, 3" OR LESS	SY	350
10	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	45
11	BELGIAN BLOCK CURB	LF	190
12	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	SY	80
13	TRAFFIC MARKING LINES, 4" THICK	LF	180
14	INLET, TYPE B	UN	3
15	INLET, TYPE E	UN	1
16	12" REINFORCED CONCRETE PIPE	LF	270
17	TREE REMOVAL, 24" TO 36"	UN	1
18	TOPSOILING, 4" THICK	SY	50
19	FERTILIZING AND SEEDING, TYPE A-3	SY	50
20	STRAW MULCHING	SY	50

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 www.maserconsulting.com
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- PENNSYLVANIA: Allentown, Lehigh Valley, Scranton
- NORTH CAROLINA: Charlotte, Raleigh, Durham
- VIRGINIA: Fairfax, Arlington, Loudoun
- TENNESSEE: Nashville
- INDIANA: Indianapolis
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- COLORADO: Denver

State of NJ, Certificate of Authorization: 24GA27986500

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 FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION	ADDED/REV'D BY
1	6/26/19	JJR		

Joseph R. Venezia
JOSEPH R. VENEZIA
 NEW JERSEY PROFESSIONAL ENGINEER - LICENSE NUMBER: GE45473

CONSTRUCTION PLAN
 FOR
 COUNTY OF UNION
 MOUNTAIN AVENUE
 EASTBOUND
 (C.R. 622, MP. 0.35)
 DRAINAGE IMPROVEMENTS
 BETWEEN KENT DRIVE AND
 SHERBROOK DRIVE
 TWP. OF BERKELEY
 HEIGHTS
 UNION COUNTY
 NEW JERSEY

RED BANK OFFICE
 Corporate Headquarters
 331 Newnan Springs Road
 Suite 203
 Red Bank, NJ 07701
 Phone: 732.383.1950
 Fax: 732.383.1984

SCALE: AS SHOWN	DATE: 6/11/19	DRAWN BY: TEK	CHECKED BY: JJR
PROJECT NUMBER: 1900470G	DRAWING NAME: C-COVER		

SHEET TITLE
LEGENDS, QUANTITIES & GENERAL NOTES

SHEET NUMBER:
 2 of 10

**SPECIFICATIONS
FOR
MOUNTAIN AVENUE, EASTBOUND (C.R.622, MP.0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION, NEW JERSEY
BA#25-2019; UNION COUNTY ENGINEERING PROJECT #2019-003**

JUNE 2019

**UNION COUNTY OFFICIALS
BOARD OF CHOSEN FREEHOLDERS**

Bette Jane Kowalski, Chair
Alexander Mirabella, Vice Chairman
Angel G. Estrada, Freeholder
Angela R. Garretson, Freeholder
Sergio Granados, Freeholder
Christopher Hudak, Freeholder
Kimberly Palmieri-Mouded, Freeholder
Andrea F. Staten, Freeholder
Rebecca Williams, Freeholder

CLERK OF THE BOARD

James E. Pellettiere, RMC

COUNTY MANAGER

Edward T. Oatman

**DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND
FACILITIES MANAGEMENT**

Joseph A. Graziano, Sr., CPWM
Director, Department of Engineering, Public Works and
Facilities Management

**COUNTY ENGINEER
DIVISION OF ENGINEERING**

Thomas O. Mineo, P.E.
2325 South Avenue
Scotch Plains, New Jersey 07076
Telephone: (908) 789-3675
Fax: (908) 789-3674

PREPARED BY:

Maser Consulting, P.A.
331 Newman Springs Road, Suite 203
Red Bank, New Jersey 07701
T: 732-383-1950
F: 732-383-1984

**COUNTY OF UNION
NOTICE TO BIDDERS**

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on July 10, 2019 at 10:30 a.m., prevailing time, in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

**MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#25-2019; UNION COUNTY ENGINEERING PROJECT #2019-003**

Bid Packages may be obtained at no charge by registering and downloading at <http://ucnj.org/bid-specs>. Bid Packages may also be obtained in person from the Division of Engineering at 2325 South Avenue, Scotch Plains, New Jersey 07076 between 8:30 a.m. and 4:00 p.m. weekdays upon payment of a non-refundable money order or bank check in the amount of \$275.00 made payable to the County of Union. No Personal / Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3675.

The County reserves the right to reject any and all bids and to waive any and all informalities in the bid in accordance with the New Jersey Local Public Contracts Law.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

MICHELE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

**MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#25-2019; Union County Engineering Project #2019-003**

TABLE OF CONTENTS

Cover Sheet: County Officials
NB-1: Notice to Bidders

GENERAL SPECIFICATIONS

Definitions

- Section 1: BID FORM
- Section 2: WITHDRAWAL OF BID DUE TO MISTAKE
- Section 3: QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS
- Section 4: INTERPRETATIONS AND ADDENDA
- Section 5: OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS
- Section 6: BID AND PERFORMANCE GUARANTEE
- Section 7: COMMENCEMENT AND COMPLETION
- Section 8: BIDDER AFFIDAVIT
- Section 9: BID SECURITY
- Section 10: LABOR AND MATERIALS
- Section 11: INSURANCE REQUIREMENTS
- Section 12: INDEMNIFICATION REQUIREMENTS
- Section 13: ROYALTIES AND PATENTS
- Section 14: PLANS AND SPECIFICATIONS
- Section 15: GUARANTEE AGAINST DEFECTIVE WORK
- Section 16: TRAFFIC AND STREET MAINTENANCE
- Section 17: CONTRACTOR'S EMPLOYEES
- Section 18: OWNERSHIP DISCLOSURES REQUIRED
- Section 19: NON-COLLUSION AFFIDAVIT
- Section 20: EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES
- Section 21: COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT
- Section 22: BRAND NAME OR EQUAL
- Section 23: LINES AND GRADES
- Section 24: NUMBER OF WORKING DAYS
- Section 25: PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)
- Section 26: STOPPING WORK ON ACCOUNT OF BAD WEATHER
- Section 27: ACCESS FOR OTHER CONTRACTORS
- Section 28: CONDEMNED MATERIALS AND WORK
- Section 29: STORAGE
- Section 30: FINAL CLEAN UP
- Section 31: SUB-LETTING OF WORK
- Section 32: SAFETY
- Section 33: QUALITY, SAFETY AND PERFORMANCE STANDARDS
- Section 34: MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS
- Section 35: PERMITS
- Section 36: CONTRACTOR TO PROVIDE PROOF OF PAYMENT
- Section 37: CHANGE ORDERS
- Section 38: SUPPLEMENTAL WORK
- Section 39: FORM OF CONTRACT
- Section 40: PROGRESS PAYMENTS
- Section 41: INSPECTION
- Section 42: DAMAGES
- Section 43: LIQUIDATED DAMAGES
- Section 44: AFFIRMATIVE ACTION REQUIREMENTS
- Section 45: INVESTMENT ACTIVITIES WITH IRAN

GENERAL SPECIFICATIONS CONTINUED

- Section 46: COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT
(N.J.S.A. 34:11-56.48 et seq)
- Section 47: UTILITIES
- Section 48: MATERIAL COMPLIANCE AND SHOP DRAWINGS
- Section 49: PRECONSTRUCTION
- Section 50: DISPUTES UNDER THE CONTRACT
- Section 51: CONTRACTOR BUSINESS REGISTRATION CERTIFICATE
(New Mandatory Requirement – Effective 1/18/2010)
- Section 52: BID PROTEST - LEGAL FEES AND COSTS
- Section 53: AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE
- Section 54: NEW JERSEY PAY-TO-PLAY REQUIREMENTS
- Section 55: STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION
- Section 56: NEW JERSEY SALES AND USE TAX REQUIREMENTS

BIDDING DOCUMENTS

- Bid Document Submission Checklist
- Bidding Documents
- Bid Form
- Consent of Surety
- Bidder Signature Page
- Bidder Disclosure Statement
- Subcontractor Identification Statement: List of Subcontractors
- Subcontractor Identification Certification
- Acknowledgement of Addendum
- Contractor Business Registration Certificate
- Affirmative Action Requirement
- Experience Statement
- Certificate of Bidder Showing Ability to Perform Contract
- Non-Collusion Affidavit
- Contractor Registration Advisement
- Americans with Disabilities Act
- Statement of Bidder's Qualifications
- Contractor Performance Record
- Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders
- Prior Negative Experience Questionnaire-Certification
- Contractor's Certification of Compliance - New Jersey Prevailing Wage Act
- Uncompleted Contracts Affidavit
- Certificate of Insurance Statement
- Collection of Use Tax on Sales to Local Governments Statement
- Time of Completion
- Disclosure of Investment Activities in Iran

STANDARD SPECIFICATION FORM - SS-1

NEW JERSEY PREVAILING WAGE DETERMINATION DOCUMENTS

PROJECT TECHNICAL SPECIFICATIONS

**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS
INSTRUCTIONS TO BIDDERS AND FORMS**

DEFINITIONS

Wherever reference is made to the County, Title of Project, Bidder, or Vendor/Contractor they shall be as follows:

OWNER/COUNTY:

Union County Board of Chosen Freeholders
UC Administration Building, 6th Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS BIDS AND SUBMIT TO:

Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michele Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548

**TITLE OF PROJECT: MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#25-2019; UNION COUNTY ENGINEERING PROJECT # 2019-003**

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: MASER CONSULTING, P.A.

COUNTY ENGINEER AND/OR CONSTRUCTION MANAGER (as applicable):

COUNTY ENGINEER:

Thomas O. Mineo, P.E.
Union County
Division of Engineering
2325 South Avenue
Scotch Plains, NJ 07076
Office: (908) 789-3675
Facsimile: (908) 789-3674
Email: tmineo@ucnj.org

CONSTRUCTION MANAGER: Maser Consulting PA

GENERAL SPECIFICATIONS

1. BID FORM

Bids for this Work will be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the Project clearly marked on the outside. Refer to the sheet marked "Notice of Bid (Advertisement)" for the correct name of the Project. Bidders must submit their bids on the attached pricing sheet (Bid Form), in a sealed envelope addressed to the County and bearing on the outside: the name of the Bidder, Bidder's business address, and the title of the Project.

The Division of Purchasing will receive the bids for this Work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time noted on the sheet marked "**Notice of Bid (Advertisement)**".

The County will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that the bids are presented to the Purchasing Division at the time and at the place designated.

Bids will be accepted only on the Bid Form supplied. Bids on forms other than the original supplied herein will be rejected. The "complete" Bid Documents includes the Bid Bond, Bid Form, Bidder's Checklist, Consent of Surety, Ownership Disclosure Certification, Non-Collusion Affidavit, and any other documents noted in these Instructions to Bidders or Contract Document to be submitted with this Bid.

The bidder will state in the bidding sheet the price per unit of measure for each scheduled Item of Work for which he will agree to carry out the Work, and the Total Bid Price for the construction of the Project.

The prices in the Bid Form shall be typed or written in pen and ink. Erasures or alterations must be initialed by the bidder in ink.

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contractor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 37, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

In the event there is a discrepancy between the unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

Insert applicable alternates, if any have been specified, applicable to the Bidder's Work. All alternates MUST be bid upon. Any Bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a "+" sign or the word "addition", or in the alternative, a "-" sign or the word "minus". If there is no other change in price, the Bidder shall insert "NC" or "No Charge".

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

Where unit prices have already been established by the Contract Documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the Contract Documents, shall become part of the Contract. No bid will be considered or award made, unless applicable unit prices, as required, are filled in.

The County reserves the right to reject any or all bids and also reserves the right to waive any informality in the bids received so long as said waiver is not of a response which is considered to be material and non-waivable pursuant to law.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter of nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof or in accordance with the provisions of N.J.S.A. 40A:11-23.3 discussed below. Bids received after the advertised time shall not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids not properly marked, addressed, or directed.

2. WITHDRAWAL OF BID DUE TO MISTAKE

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Michele Hagopian, Assistant Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Michele Hagopian, Assistant Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS

The County may make such investigation as it deems necessary to determine the ability of the Bidders to perform the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the County may request.

4. INTERPRETATIONS AND ADDENDA

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the County Engineer or Design Professional as the case may be and with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the County Engineer, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

All Addenda issued through the Offices of the County Engineer are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

Addenda take precedence over all earlier documents and over each other according to the latest date. Addenda unless themselves interpretive remain subject to interpretation the same as any other document incorporated in the Contract.

Addenda may be issued by the County Engineer up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the “*Acknowledgement of Receipt of Changes*” included in the bid package and must be submitted with the bid.

5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

The Bidder shall examine the contents of the Project Manual and the set of Drawings and assure itself that all pages of the Specifications, Drawings, and other Contract Documents are included in the documents obtained for bidding purposes. Should the Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the County Engineer in writing, who will supply the Bidder with any missing pages of Specifications, Drawings, or other Contract Documents. The lack of such written notification by the Bidder will be construed as evidence that the Specifications, Drawings, or other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

6. BID AND PERFORMANCE GUARANTEE

Each bidder must furnish a Bid Bond, Certified Check or Bank Cashier’s Check in the amount of ten percent (10%) of the Bid. Checks shall be drawn to the order of the County of Union, New Jersey, not to exceed \$20,000.

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 15 of the General Specifications. Bonds will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

N.J.S.A. 40A:11-1.1 et seq. allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

The County will return all certified checks or cashier's checks after the proposals have been opened, read, tabulated and checked except those of the three (3) bidders who have bid the lowest total price for carrying out the Project. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and furnish the required bonds, the Bid Bond will be held and used by the County to offset any damages for such refusal or neglect.

7. COMMENCEMENT AND COMPLETION

Work will not commence until a Notice to Proceed is received from the County Engineer.

Upon substantial completion of the Project, the Contractor must request a joint inspection with the County Engineer. Upon completion of this inspection, the County Engineer will prepare a list of incomplete or incorrect items (punch list) and have Contractor initial and date same. The Contractor shall rectify all deficiencies noted on the punch list within 30 calendar days of receipt of the list. The County Engineer may approve extensions for extenuating circumstances.

8. BIDDER AFFIDAVIT

All Bidders are required to complete, sign, and submit with their Bid, the attached "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders". (See form enclosed)

9. BID SECURITY

All Bidders are required to submit a form of Bid Security with their bids.
(Bid Bond or Certified Funds)

The Bid Security shall be in the amount of ten percent (10%) of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00), and payable to the order of the "County of Union."

10. LABOR AND MATERIALS

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

11. INSURANCE REQUIREMENTS

The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

Contractor shall carry and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of any Work indicating the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$5,000,000 per occurrence/\$10,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured. Coverage is provided on a primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$5,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.

- d) Professional Liability (if design/build): Coverage with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate
- e) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than \$1,000,000 per occurrence or claim/\$2,000,000 aggregate.
- f) Builders Risk (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION REQUIREMENTS

The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

"To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the owner and the owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the County and the County's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss,

cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the County or the County's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

13. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

14. PLANS AND SPECIFICATIONS

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

15. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

- A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is \$50,000.00 or less;
- B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than \$50,000.00 but less than \$250,000.00; and,
- C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is \$250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

16. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be

established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

17. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations

promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

18. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation or partnership bidding who own ten percent (10%) or greater interest therein. (See forms attached)

19. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

20. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

21. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Industry as one who failed to pay prevailing wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates

of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted by the Union County Board of Chosen Freeholders on May 8, 2014. The resolution is furnished in Section 51 of these General Specifications.

UNION LABOR IS PREFERRED ON ALL COUNTY WORK

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statues and local ordinances applicable to the Work to be done under the contract.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the

parties hereto will be determined in accordance with the laws of the State of New Jersey.

Upon completion of the Work, the Contractor will furnish a Certification of Compliance with the New Jersey Prevailing Wage Act. The certificate in a form acceptable to County Counsel is a condition of the final payment. (See form attached)

22. BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use “brand name or equivalent” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
 - 1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment; and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.

- B. To offer substitute goods as an equal to those specified herein, it is necessary that:
 - 1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;
 - 2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein

on a separate sheet that is to be submitted with the bid proposal. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications.

3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
- C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder does not provide sufficient supporting documentation with the bid, it will be presumed and required that the brand name goods and services as described in the specifications will be provided.

23. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

24. NUMBER OF WORKING DAYS

In accordance with N.J.S.A. 40A:11-17, the Work for the within Project shall be completed as specified on the Time of Completion Form. See form attached

There shall be taken a deduction from the contract price, or any wages paid by the County, to any inspector(s) necessarily employed by it on the Work, for any number of days in excess of the number allowed in the specifications.

25. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)

Pursuant to N.J.S.A. 2A:30A-1 et seq., payment to the Contractor, other than for Work done pursuant to a contact allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the

public meeting following 20 calendar days of the billing date as defined in the statute.

2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

26. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to the Standard and Technical Specifications for specific items.

27. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work will give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

28. CONDEMNED MATERIALS AND WORK

Any materials and or part of the Work that may be condemned by the County Engineer will be removed and replaced by the Contractor or otherwise rectified, as may be directed by the County Engineer. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

29. STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and the County may offer available space, if any, for storage of such materials or equipment. The Contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

30. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the

County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

31. SUB-LETTING OF WORK

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16 (See form attached), no portion of the Work will be sublet by the Contractor to any other entities, except with the consent of the County Engineer. A complete list of subcontractors must be submitted to the County Engineer at the preconstruction meeting. If the job does not warrant a preconstruction meeting, the Contractor must submit such list prior to the start of Work.

All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the County Engineer.

32. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the County 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 shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Workforce Development and Commerce shall be observed.

33. QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the occupants of the Building.

34. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, will be carried out as shown on said plan.

35. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted Work.

36. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

37. CHANGE ORDERS

Change Order Procedures shall comply with N.J.A.C. 5:30-11.1 et seq., "Change Orders and Open End Contracts" and subsequent provisions of the New Jersey Administrative Code.

38. SUPPLEMENTAL WORK

In case any supplemental work is necessary, it will be performed by the Contractor at a price fixed by agreement between the Contractor and the County Engineer and approved by the County as specified in Section 36. The Contractor will do no supplemental work on any character, for which the Contractor will demand pay, except upon the written order of the County.

39. FORM OF CONTRACT

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts, The Law Against Discrimination, the Laws Governing Affirmative Action and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the County (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

40. PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

(Refer to the Owner/Contractor Agreement for Retainage and other conditions pertaining to payment and the application of N.J.S.A. 2A:30A-1 et seq.)

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the County.

For contracts exceeding \$100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than \$100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his option, deposit with the County Counsel negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is

made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: **a)** Maintenance Bond (see Section 6 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 21 and 51); and **c)** General Release (see Section 36) in a form satisfactory to County Counsel; **d)** complete set of as-built plans in the latest AutoCad on compact disc; and **e)** a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

41. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

42. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

43. LIQUIDATED DAMAGES

If the Project is not completed within the time specified herein or within such further time as may have been granted by the County Engineer, then the Contractor hereby agrees to pay to the County as liquidated damages, but not as a penalty, \$1,000.00 per day for each and every calendar day that he is in default on time to complete the Work. The said sum will be deducted from moneys due the Contractor and if the damages exceed this amount, then the Contractor or his Surety Company will pay the excess. These damages may be waived at the option of the County.

44. AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B (Revised 4/10)

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

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor 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 Division may, in its discretion, exempt a contractor or subcontractor from

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities 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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable 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 Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(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 Division, 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 Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall

not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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45. INVESTMENT ACTIVITIES IN IRAN

Pursuant to P.L. 2012, c.25, codified as N.J.S.A. 2:32-55 et seq., prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

46. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - (N.J.S.A. 34:11-56.48 et. seq.)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, steam and hot water heating and ventilating apparatus, and all kindred work, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, and such other subcontractors as the specifications require relative to prior identification.

47. UTILITIES

Attention of the bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the Work are shown on the plans and described herein. The accuracy and completeness of this information is not guaranteed by the County Engineer and the bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his Work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all underground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities

and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

48. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor will require the manufacturer or supplier to furnish three (3) copies of Certification of Compliance with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the County Engineer; one copy will be retained by the Contractor. Certificates of Compliance will contain the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;
6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor will submit to the County Engineer for his approval five (5) copies of complete and fully detailed shop or working drawings for those items listed in the beginning of the technical specifications.

Each drawing will identify the name of the job, location and Contractor.

All drawings will be approved in accordance with the standard specifications. Refer to the Technical Specifications for specific items.

All materials or articles used in the Work will be of American manufacture, insofar as same are available, in conformance with N.J.S.A. 40A:11-18.

49. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the County Engineer will arrange for a preconstruction meeting between the Contractor, County Engineer and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the County through its designated representatives.

50. DISPUTES UNDER THE CONTRACT

A dispute arising under the Contract shall be submitted in writing to the County Engineer with all facts and supporting data. The County Engineer will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall, pursuant to law, be submitted to mediation before being submitted to a court of competent jurisdiction venued in Union County.

The County Engineer will notify the County Counsel when a matter is to be submitted to mediation. The County Counsel will communicate with the parties and inform them of the procedures to be followed in making such a submission.

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51. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE New Mandatory Requirement -Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of contract shall be cause to reject the bid.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction Work as well as non-construction bids.

IN ADDITION:

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

- 1) the Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

- 3) prior to receipt of final payment from a contracting agency, the Contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

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52. BID PROTEST – LEGAL FEES AND COSTS

In the event a Bidder unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning same, said Bidder shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

53. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

Bidder shall comply with the requirements of N.J.S.A. 40A:11-18 and use only manufactured and farm products of the United States, wherever available, for the Project.

54. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

This Contract is required by law to be publicly advertised for bids. As such, lists of political contributions pursuant to N.J.S.A. 19:44A-1 et seq. are NOT REQUIRED to be provided with the bids.

55. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to N.J.S.A. 40A:11-20 entitled Certificate of Bidder Showing Ability to Perform Contract, the County requires a Certification from all bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All bidders shall provide this information at the time of the bid opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT".

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

56. NEW JERSEY SALES AND USE TAX REQUIREMENTS,

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 et seq.),

regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).

Bidder's Name _____

EDWARD T. OATMAN
COUNTY MANAGER

MICHELE HAGOPIAN, ASSISTANT DIRECTOR
DIRECTOR / DIVISION OF PURCHASING

BID DOCUMENT SUBMISSION CHECKLIST

**ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED
BID SHEETS SHOULD NOT BE SUBMITTED DOUBLE SIDED PAGES, (SINGLE SIDE ONLY)**

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.

DATE COMPLETED: _____

**PLEASE SUBMIT BID DOCUMENTS ON SINGLE SIDED PAPER ONLY, WITH THE EXCEPTION OF
THE SURETY AND BID BOND DOCUMENTS.**

**IN ACCORDANCE WITH THE BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED / EXECUTED
AND INCLUDED THE FOLLOWING FORMS:**

_____ Bid Form Page (**Signed, Dated and Bid on all alternatives applicable to the Work**).

_____ Security in the form of:

- _____ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed \$20,000.00; or
- _____ Certified check or cashier's check in the amount of 10% of this bid not to exceed \$20,000.00

_____ Consent of Surety form signed by a Surety Company if the total amount of your Bid is over \$36,000.00. If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a Performance, Labor and Materials Bond in the amount of 100% of the award of the contract. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

_____ STATEMENT OF BIDDER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes **BOTH** of the following documents:

- Bidder Signature Page
- Bidder Disclosure Statement (**Fill out 2 pages completely**)

_____ SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes **BOTH** of the following documents:

- Subcontractor Identification Statement: List of Subcontractors (**only for certain types of work**)
- Subcontractor Identification Certification

_____ Acknowledgement of Addendum form: (**This form is to be used only when an addendum has been added to the specifications**).

_____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** should be included with the bids as it must be received by the County prior to the award of the contract. The BRC provided must show that the Bidder was registered at the time of receipt of bids or the bid will be rejected.

_____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors (List of Subcontractors) in a Construction bid should be included with the bid as the BRC(s) must be received by the County prior to the award of the contract. Each subcontractor's certificate provided must show that the subcontractor was registered at the time of the receipt of bids or the bid will be rejected.

Bidder's Name _____

- _____ Affirmative Action Requirement
- _____ Experience Statement
- _____ Certificate of Bidder showing ability to perform Contract
- _____ Non-Collusion Affidavit – Fill out completely and notarize
- _____ Certificates from New Jersey Department of Labor and Workforce Development – Public Works Contractor Registration Act. **(Only for certain types of work)**
- _____ Federal Attachments **(If applicable)**
- _____ NJDPMC Certificate / Notice of Classification **(If applicable)**
- _____ Americans with Disabilities Act
- _____ Statement of Bidder's Qualifications
- _____ Contractor Performance Record
- _____ Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders
- _____ Prior Negative Experience Questionnaire
- _____ Contractor's Certification of Compliance – New Jersey Prevailing Wage Act
- _____ Uncompleted Contracts Affidavit **(For Bidder, if applicable) MUST ALSO PROVIDE DPMC FORM 701**
- _____ Certificate of Insurance Statement
- _____ Collection of Use Tax on Sales to Local Government Statement
- _____ Time of Completion
- _____ Disclosure of Investment Activities in Iran Certification Form

I HAVE TAKEN THE FOLLOWING ACTIONS:

- _____ Visited the site and attended the Pre-Bid Meeting **(Where applicable)**
- _____ Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.
- _____ Reviewed Bond Requirements
- _____ Provided Proof of Compliance with New Jersey Prevailing Wage Act
- _____ Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO DIVISION OF ENGINEERING AT 908-789-3675

Bidder's Name _____

BIDDING DOCUMENTS

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTION TO BIDDERS**
- **BID FORM**
- **SPECIFICATIONS:** **As outlined in the Table of Contents and included in the Project Manual.**
- **DRAWINGS:** **As per List of Drawings, indicated on the Project Title Sheet.**

Bidder's Name _____

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

**MOUNTAIN AVENUE, EASTBOUND (C.R. 622, MP. 0.35)
DRAINAGE IMPROVEMENTS
TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY
BA#25-2019; Union County Engineering Project #2019-003**

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

BASE BID ITEMS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	CLEARING SITE	LS	1		
3	BREAKAWAY BARRICADE	UN	10		
4	DRUM	UN	20		
5	TRAFFIC CONE	UN	40		
6	CONSTRUCTION SIGNS	SF	100		
7	UNIFORMED TRAFFIC DIRECTORS	HR	80		
8	EXCAVATION, TEST PIT	CY	15		
9	HMA MILLING, 3" OR LESS	SY	350		
10	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	45		
11	BELGIAN BLOCK CURB	LF	190		
12	HOT MIX ASPHALT DRIVEWAY, 3-1/2" THICK	SY	80		
13	TRAFFIC MARKING LINES, 4" THICK	LF	180		
14	INLET, TYPE B	UN	3		
15	INLET, TYPE E	UN	1		
16	12" REINFORCED CONCRETE PIPE	LF	270		
17	TREE REMOVAL, 24" TO 36"	UN	1		
18	TOPSOILING, 4" THICK	SY	50		
19	FERTILIZING AND SEEDING, TYPE A-3	SY	50		
20	STRAW MULCHING	SY	50		

Written

Figures

BID CONTINGENCY: (To be used if and when directed by the County)

TEN THOUSAND DOLLARS AND NO CENTS

Written

\$10,000.00

Figures

Bidder's Name _____

TOTAL BASE BID ITEMS PLUS BID CONTINGENCY AMOUNT:

Written

Figures

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

Bidder's Name _____

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for _____ to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NOTE:
Expiration date
Needed if Annual
Surety

NAME OF INSURANCE COMPANY
ADDRESS: _____

ORIGINAL SIGNATURE
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.

Bidder's Name _____

BIDDER SIGNATURE PAGE

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.
3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid**.
4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

ADDRESS OF BIDDER

**ORIGINAL SIGNATURE
CORPORATE SECRETARY**

**PRINT NAME AND TITLE
CORPORATE SECRETARY**

TEL: _____
FAX: _____
E-Mail: _____

BY: _____
ORIGINAL SIGNATURE

Corporate Seal

PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Bidder's Name _____

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Bidder's Name _____

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Union** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **County of Union** to notify the **County of Union** 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, permitting the **County of Union** to declare any contract(s) resulting from this certification void and unenforceable.

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

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

Bidder's Name _____

SUBCONTRACTOR IDENTIFICATION CERTIFICATION

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

Witness

Date _____

NAME OF BIDDER

ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

Bidder's Name _____

ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

(Name of Construction /Public Works Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement - Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bids.

FAILURE of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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 business registration information 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.

Bidder's Name _____

BUSINESS REGISTRATION
Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
10000202
TRENTON, NJ 08646

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: TAX REG TEST ACCOUNT
TAX REGISTRATION TEST ACCOUNT
CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 010-007-082000
SEQUENCE NUMBER: 0107200
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01
FORM BR(C)06(01)

John S. Eudy
Authorized Representative

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: TAX REG TEST ACCOUNT
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

ATTACH BRC HERE

Bidder's Name _____

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer*.

If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

Bidder's Name _____

EXPERIENCE STATEMENT

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

Witness

Date

NAME OF BIDDER

ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.

Bidder's Name _____

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____)
) SS: _____
COUNTY OF _____)

I _____, of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF BIDDER

ORIGINAL SIGNATURE ONLY

NOTE: The person who signed the bidder signature page for the bidder should sign this form also.

Subscribed and sworn before me
this _____ day of _____, 20____.

Notary Public of the State of _____
My commission expires: _____

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR BID MAY BE REJECTED.

Bidder's Name _____

Contractor Registration Advisement
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor and Workforce Development. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor and Workforce Development
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name _____ (Please print or type)

Signature _____ Date _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. _____
(Name of Bidder)

2. _____
(Permanent Main Office Address)

3. _____
(When Organized)

4. _____
(If a Corporation, where incorporated)

5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? _____

6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? _____

7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion) _____

8. General character of work performed by you. _____

9. Have you ever failed to complete any work awarded to you? _____

10. Have you ever defaulted on a Contract? _____ If so, complete details, including where and why?

STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)

11. Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name? If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. _____

12. List your major equipment available for this Contract.

13. Experience in the construction work similar in importance to this Project.

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? _____. If so, list prior classification.
15. Background and experience of the principal members of your organization, including the officers.

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

Bidder's Name _____

16. Bank Reference. (Name, Address, Phone, Representative) _____
17. Will you, upon request, fill out a detailed financial statement? _____
18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.
19. Bidder's telephone number, fax number and e-mail address (if applicable).
- Phone _____
- Fax _____
- E-mail _____
- Mobile _____

Dated at _____ this _____ day of _____, 20__.

BIDDER (Signature)

BIDDER (Print Name)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH
YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD

List all contracts completed by you below or provide separate form.

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

* If answer is YES, provide explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles, liens, claims and notices filed against contracts listed in preceding item "Performance Record" on an attached sheet.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD
CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission Expires _____, 20__.

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____ no If yes, please provide full, detailed explanation.

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

_____ yes _____ no If yes, please provide full, detailed explanation.

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contact for goods or services with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

Bidder's Name _____

PRIOR NEGATIVE EXPERIENCE CERTIFICATION

I hereby certify that the above statements are true and accurate as of this _____
day of _____, 20__.

Name of Contractor

By _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State

My Commission Expires _____, 20__.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

CONTRACTOR'S CERTIFICATION OF COMPLIANCE - NEW JERSEY PREVAILING WAGE ACT

TO: County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACT:

PROJECT:

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the undersigned contractor on the public work being performed for:

COUNTY OF UNION

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

CONTRACTOR: _____
ADDRESS: _____

BY: _____

ORIGINAL SIGNATURE ONLY

STATE OF NEW JERSEY
COUNTY OF _____

Being by me duly sworn according to law, on his oath deposes and says that _____ is _____ of _____ the above named contractor, and that the facts set forth in the above statement are true.

Subscribed and sworn before me
this ____ day of _____, 200__.

Notary Public: _____
My Commission Expires: _____

* N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

Bidder's Name _____

UNCOMPLETED CONTRACTS AFFIDAVIT
(To be Submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS

ENTITY	PROJECT TITLE	ORIGINAL CONTRACT AMOUNT	UNCOMPLETED AMOUNT AS OF BID OPENING DATE	NAME AND TELEPHONE NUMBER OF PARTY TO BE CONTACTED FROM ENTITY FOR VERIFICATION

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$ _____

Sworn and Subscribed to Before me

This _____ day of _____, 20____

Notary Public

BIDDER:

(Signature)

(Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

BIDDER (Signature)

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name _____

TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **Forty Five (45) calendar days** from the date of the notice to proceed.

I, _____ of _____
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified _____
SIGNATURE

SITE VISIT – GENERAL CONTRACTOR

I, _____ of _____
NAME (Print or type) COMPANY

Visited the site of the work on _____
SIGNATURE

Bidder's Name _____

**COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Solicitation Number: _____

Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES 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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder 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 information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union 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 County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

_____ Date

Print Name and Title _____

Revised 10/19/17

STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 2007 Edition; is added to and/or amended elsewhere herein by the Notice to Contractors (Advertisement), Proposal, Information for Bidders, General Conditions, Special Provisions, Project Plans, and Supplementary Specifications; shall, insofar as technical requirements are involved, govern in the execution of this project.

Such Standard Specifications are made a part of these Specifications by this reference and will not be repeated herein. It is the responsibility of prospective bidders to familiarize themselves with these Standard Specifications, copies of which may be examined at the office of the Engineer and may be obtained, upon payment of the cost thereof, from:

Department of Transportation
State of New Jersey
1035 Parkway Avenue
Trenton, New Jersey 08625

The Notice to Bidders (Advertisement), Proposal, General Conditions, Instructions to Bidders, Special Provisions, Project Plans and/or Technical Specifications shall govern and prevail in the case of conflict between them and the Standard Specifications.

In these Standard Specifications the words "COMMISSIONER" or "DEPARTMENT" shall refer to and mean the person, persons, body, board or agent legally empowered to enter into contracts and otherwise legally act for the Owner. The words "RESIDENT ENGINEER (RE)", "ENGINEER" or "STATE" shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word "INSPECTOR" shall mean the authorized project representative of the Engineer with the authority as hereinbefore defined. The word "LABORATORY" shall mean and refer to the Engineer who may, at his discretion, and with the consent of the Owner, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the "LABORATORY" in these Standard Specifications.

When reference is made herein to the bulletins, standards, specifications, publications or requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Institute of Traffic Engineers (ITE), Federal Highway Administration (FHWA), American Association of State Highway Officials (AASHTO), the American Concrete Institute (ACI), the American Society of Civil Engineers (ASCE) or similar national or regional societies, associations, institutes or organizations; the requirements of the bulletins, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.



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

PREVAILING WAGE RATE DETERMINATION

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

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

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

Prevailing Wage Rate

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

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

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

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

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

Apprentice Rate Schedule

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

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

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

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

Comments/Notes

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

Public Works Contractor Registration

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

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

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

Snow Plowing

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

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

County - UNION

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	05/10/19
Journeyman (Mechanic)	W39.08 B24.87 T63.95

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn	Wage
As Shown										
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

Ratio of Apprentices to Journeymen - 1:4

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

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

Craft: Air Conditioning & Refrigeration - Service and Repair

COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - UNION

Craft: Boilermaker PREVAILING WAGE RATE

	01/01/19
Foreman	W49.72 B44.34 T94.06
General Foreman	W51.72 B45.34 T97.06
Journeyman	W44.72 B42.70 T87.42

Craft: Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	36.36	37.26	38.18	39.07	39.39	40.89	41.79			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:

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

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

County - UNION

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

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

County - UNION

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/19
Foreman	W32.80 B16.37 T49.17
General Foreman	W33.30 B16.37 T49.67
Mechanic	W31.30 B16.37 T47.67

Craft: Boilermaker - Minor Repairs

COMMENTS/NOTES

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00).

OVERTIME:

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

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

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

County - UNION

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	05/01/19
Deputy Foreman	W46.20 B33.03 T79.23
Foreman	W49.20 B33.03 T82.23
Journeyman	W43.20 B33.03 T76.23

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	3.86	4.83	5.31	5.80	21.83	23.27	24.72	26.15		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - UNION

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

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

County - UNION

Craft: Carpenter

PREVAILING WAGE RATE

	05/10/19
Foreman	W58.00 B33.64 T91.64
Journeyman	W50.43 B29.33 T79.76

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.59			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

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

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

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

County - UNION

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	05/10/19
Foreman	W58.00 B33.55 T91.55
Journeyman	W50.43 B29.24 T79.67

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57%	of	Appren	tice	Wage	for all	intervals	+ \$0.49		
					Rate					

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

County - UNION

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

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

County - UNION

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

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

County - UNION

Craft: Dockbuilder PREVAILING WAGE RATE

	11/02/18
Foreman	W54.05 B46.87 T100.92
Foreman (Concrete Form Work)	W53.25 B33.76 T87.01
Journeyman	W47.00 B46.87 T93.87
Journeyman (Concrete Form Work)	W46.30 B33.76 T80.06

Craft: Dockbuilder APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	18.80	23.50	30.55	37.60						
Benefit	31.25	for all	intervals							

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	18.52	23.15	30.10	37.04
Benefits	23.24	for all	intervals	

CREOSOTE HANDLING:

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

FOREMAN REQUIREMENTS:

The first Dockbuilder on the job shall be designated a Foreman.

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

County - UNION

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - UNION

Craft: Drywall Finisher

PREVAILING WAGE RATE

	11/01/18
Foreman	W43.95 B24.40 T68.35
General Foreman	W45.94 B24.40 T70.34
Journeyman	W39.95 B24.40 T64.35

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	10.65	Intervals	3 to 4 =	13.17	Intervals	5 to 6 =	16.25	

Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - UNION

Craft: Electrician PREVAILING WAGE RATE

	06/07/18
Cable Splicer	W61.52 B35.38 T96.90
Foreman	W62.64 B36.03 T98.67
Journeyman	W55.93 B32.17 T88.10

Craft: Electrician APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician COMMENTS/NOTES

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

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

FOREMAN REQUIREMENTS:

- On any job where there are 1 to 10 Journeymen electricians, 1 shall be designated a Foreman.

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - UNION

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

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

County - UNION

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

PREVAILING WAGE RATE

	10/29/18	10/28/19	11/02/20
Master	W54.86	W56.16	W57.42
Technician/General	B30.17	B30.89	B31.58
Foreman	T85.03	T87.05	T89.00
Senior Technician/Lead Foreman (21-30 Workers on Job)	W50.22 B27.62 T77.84	W51.41 B28.27 T79.68	W52.56 B28.91 T81.47
Technician A/Foreman (11-20 Workers on Job)	W48.11 B26.46 T74.57	W49.25 B27.08 T76.33	W50.35 B27.69 T78.04
Technician B/Working Foreman (4-10 Workers on Job)	W46.00 B25.30 T71.30	W47.09 B25.90 T72.99	W48.15 B26.47 T74.62
Technician C/Journeyman (1-3 Workers on Job)	W42.20 B23.21 T65.41	W43.20 B23.76 T66.96	W44.17 B24.29 T68.46

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

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>										
6 Months						66%	72%	79%	86%		
Benefits						11.81	12.89	14.14	15.40		

Ratio of Apprentices to Journeymen - 2:3

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

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 10-31-14:

INTERVAL	PERIOD AND RATES										
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%	
Benefits	6.76	6.76	7.16	7.70	8.59	9.66	10.82	11.99	13.25	14.51	

NOTES:

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies .

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

SHIFT DIFFERENTIALS:

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

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

County - UNION

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

OVERTIME:

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

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

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

County - UNION

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - UNION

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/07/18
Cable Splicer	W61.82 B35.09 T96.91
Certified Welder	W59.01 B33.50 T92.51
Equipment Operator	W56.20 B31.90 T88.10
Foreman (1-10 Journeyman workers on job)	W62.94 B35.73 T98.67
Foreman (11-20 Journeyman workers on job)	W64.62 B36.68 T101.30
General Foreman (21-30 Journeyman workers on job)	W66.32 B37.65 T103.97
General Foreman (31-60 Journeyman workers on job)	W71.94 B40.84 T112.78
General Foreman (61+ Journeyman workers on job)	W73.06 B41.47 T114.53
Groundman	W33.72 B19.15 T52.87
Journeyman Lineman/Technician	W56.20 B31.90 T88.10
Sub-Foreman	W62.94 B35.73 T98.67

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

County - UNION

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	56.75% of	Journey	man	wage	+.01					

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

EFFECTIVE 5-30-16- The apprentice benefit rate shall be 56.7% + \$.01.
 EFFECTIVE 5-29-17- The apprentice benefit rate shall be 56.7% + \$.01.
 EFFECTIVE 5-28-18- The apprentice benefit rate shall be 56.7% + \$.01.

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

FOREMAN REQUIREMENTS:

On jobs where there are 2 Journeymen, one shall be a Foreman. The following number of Foreman, General Foreman, Assistant General Foreman and Sub-Foreman shall be required with respect to number of Journeymen on site:

- 2-10 Journeymen (1 Foreman)
- 11-20 Journeymen (1 Foreman and 1 Sub-Foreman)
- 21-30 Journeymen (1 Foreman and 2 Sub-Foremen)

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day.

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

County - UNION

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	67% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

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

County - UNION

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	28.53	30.91	33.29	35.66	38.04	40.42	42.80			
Benefits	25.01	26.41	27.83	29.24	30.65	32.05	33.47			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - UNION

Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	05/10/19	03/17/20	03/17/21	03/17/22	03/17/23
Journeyman	W52.44	W54.56	W56.77	W59.09	W60.89
	B39.90	B40.86	B41.82	B42.79	B44.41
	T92.34	T95.42	T98.59	T101.88	T105.30

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	29.85	28.84	34.09	39.33						
Benefits	32.66	33.13	34.36	35.58						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-20:

INTERVAL	PERIOD AND RATES			
Yearly	31.03	30.01	35.46	40.92
Benefits	33.33	33.82	35.09	36.36

APPRENTICE RATE SCHEDULE AS OF 3-17-21:

INTERVAL	PERIOD AND RATES			
Yearly	32.27	31.22	36.90	42.58
Benefits	34.00	34.50	35.83	37.15

APPRENTICE RATE SCHEDULE AS OF 3-17-22:

INTERVAL	PERIOD AND RATES			
Yearly	33.56	32.50	38.41	44.32
Benefits	34.67	34.20	35.20	37.94

APPRENTICE RATE SCHEDULE AS OF 3-17-23:

INTERVAL	PERIOD AND RATES			
Yearly	34.60	33.49	39.58	45.67
Benefits	35.97	36.53	37.95	39.38

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

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

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

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

County - UNION

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

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

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

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

County - UNION

Craft: Glazier PREVAILING WAGE RATE

	05/01/19
* Leadman	W49.11 B25.06 T74.17
Foreman	W52.81 B23.62 T76.43
General Foreman	W54.81 B23.75 T78.56
Journeyman	W48.81 B23.36 T72.17

Craft: Glazier APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	6 Months	50%	55%		60%	65%		70%	75%	
Benefits	Intervals	1 to 2 =	9.11	Intervals	3 to 4 =	11.71	Intervals	5 to 6 =	13.20	

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

FOREMAN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - UNION

rate.

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

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

County - UNION

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	09/19/18
Foreman	W55.77 B31.92 T87.69
General Foreman	W58.11 B33.03 T91.14
Journeyman	W53.99 B31.36 T85.35

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	25.15	29.84	36.00	42.16						
Benefits	18.71	22.13	24.41	26.56						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

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

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - UNION

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/19/18
Asbestos Helper Abatement	W36.00 B24.41 T60.41
Firestop/Hazmat	W25.68 B9.25 T34.93

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

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

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

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

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

County - UNION

Craft: Ironworker

PREVAILING WAGE RATE

	07/10/18	07/01/19	07/01/20
Rod /Fence Foreman	W44.39 B46.12 T90.51	W0.00 B0.00 T92.51	W0.00 B0.00 T94.26
Rod/Fence Journeyman	W41.39 B46.12 T87.51	W0.00 B0.00 T89.51	W0.00 B0.00 T91.26
Structural Foreman	W46.44 B46.12 T92.56	W0.00 B0.00 T94.56	W0.00 B0.00 T96.56
Structural Journeyman	W43.44 B46.12 T89.56	W0.00 B0.00 T91.56	W0.00 B0.00 T93.56

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker

COMMENTS/NOTES

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

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

FOREMAN REQUIREMENTS:

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.

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

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.

- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

County - UNION

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

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

County - UNION

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/01/18
Journeyman (Handler)	W31.48 B22.31 T53.79

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	18.89	22.04	25.18	28.33						
Benefits	20.66	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

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

The regular workday shall be 8 hours.

OVERTIME:

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

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

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

County - UNION

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

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

OVERTIME:

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

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

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

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

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

County - UNION

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	20.28	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Heavy & General

COMMENTS/NOTES

As of 3-1-19, benefits shall be \$21.03.

As of 3-1-20, benefits shall be \$21.78.

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

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

County - UNION

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	05/03/19	04/01/20
* Skilled Tradesman (only applies to Modular Construction)	W26.20 B5.45 T31.65	W26.55 B5.45 T32.00
Foreman (person directing crew, regardless of his skill classification)	W30.20 B5.45 T35.65	W30.55 B5.45 T36.00
Laborer	W22.20 B5.45 T27.65	W22.55 B5.45 T28.00
Laborer (for single family and stand-alone duplex owned by single owner)	W16.70 B2.95 T19.65	W17.05 B2.95 T20.00

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

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

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

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

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

County - UNION

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

OVERTIME:

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

RECOGNIZED HOILDAYS:

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

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

County - UNION

Craft: Millwright PREVAILING WAGE RATE

	05/01/19
Foreman	W58.26 B34.39 T92.65
Journeyman	W50.66 B29.99 T80.65

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Millwrights on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:

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

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

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

County - UNION

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

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

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

County - UNION

Craft: Painter - Bridges

PREVAILING WAGE RATE

	05/03/19
Foreman	W59.81 B28.74 T88.55
General Foreman	W61.81 B28.74 T90.55
Journeyman	W54.81 B28.74 T83.55

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	50%			60%	70%		80%	90%	
6 Months										
Benefits	Intervals	1 to 2 =	10.00	Intervals	3 to 4 =	12.27	Intervals	5 to 6 =	15.28	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Bridges

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - UNION

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	05/03/19
Apprentice (1st year)	W26.44 B11.65 T38.09
Apprentice (2nd year)	W30.44 B19.16 T49.60
Foreman (Charge Person)	W39.09 B19.94 T59.03
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W34.32 B19.94 T54.26
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W38.09 B19.94 T58.03

Craft: Painter - Line Striping

COMMENTS/NOTES

OVERTIME:

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

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

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

County - UNION

Craft: Painter - New Construction

PREVAILING WAGE RATE

	05/01/19	05/01/20
Foreman	W45.45 B24.35 T69.80	W47.45 B24.35 T71.80
General Foreman	W49.43 B24.67 T74.10	W51.43 B24.67 T76.10
Journeyman	W41.47 B24.04 T65.51	W43.47 B24.04 T67.51

Craft: Painter - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	8.05	8.05	10.05	10.05	11.05	11.05	14.05	14.05		

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - UNION

Craft: Painter- Containment

PREVAILING WAGE RATE

	05/04/17
Journeyman	W35.18 B24.75 T59.93

Craft: Painter- Containment

COMMENTS/NOTES

NOTE: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

- Four 10-hour days may be worked, at straight time, Monday through Friday.

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

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

County - UNION

Craft: Painter-Elevated Water Tanks

PREVAILING WAGE RATE

	05/04/17
Foreman	W48.92 B24.92 T73.84
General Foreman	W50.92 B24.92 T75.84
Journeyman	W43.92 B24.92 T68.84

Craft: Painter-Elevated Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Elevated Water Tanks

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - UNION

Craft: Painter-Structural Steel

PREVAILING WAGE RATE

	05/04/17
Foreman	W47.87 B25.27 T73.14
General Foreman	W49.87 B25.27 T75.14
Journeyman	W42.87 B25.27 T68.14

Craft: Painter-Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter-Structural Steel

COMMENTS/NOTES

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, etc. and on open steel, whether new or repaint. All new work (excluding traditional commercial painting work) in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

County - UNION

Craft: Paperhanger - New Construction

PREVAILING WAGE RATE

	05/01/19	05/01/20
Foreman	W46.75 B24.11 T70.86	W47.68 B24.11 T71.79
Journeyman	W41.68 B24.11 T65.79	W42.61 B24.11 T66.72

Craft: Paperhanger - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

- Four 10-hour days may be worked, at straight time, Monday through Friday.

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

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

County - UNION

Craft: Paperhanger - Renovation

PREVAILING WAGE RATE

	05/01/19	05/01/20
Foreman	W34.13 B19.81 T53.94	W35.15 B19.81 T54.96
Journeyman	W31.03 B19.81 T50.84	W31.96 B19.81 T51.77

Craft: Paperhanger - Renovation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
		SEE	PAINTER	NEW	CONSTR	TION				
					UC					

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation

COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

FOREMEN REQUIREMENTS:

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

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

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

County - UNION

total rate.

- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME (Maintenance Work Only):

- All hours in excess of 8 per day, Monday through Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

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

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

County - UNION

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

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

County - UNION

Craft: Plumber PREVAILING WAGE RATE

	05/01/19
Foreman	W59.61 B35.77 T95.38
General Foreman	W63.47 B35.77 T99.24
Journeyman	W55.19 B35.77 T90.96

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	13.35	19.71	21.51	23.34	25.13					

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-1-19:

INTERVAL	PERIOD AND RATES				
Yearly	30%	45%	55%	65%	75%
Benefits	14.19	20.58	22.41	24.26	26.08

FOREMAN REQUIREMENTS:

- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

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

SHIFT DIFFERENTIALS:

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

OVERTIME:

- All hours in excess of 8 per day, or before of after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a

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

County - UNION

day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

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

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

County - UNION

Craft: Roofer PREVAILING WAGE RATE

	06/07/18
Foreman	W39.52 B26.28 T65.80
Journeyman	W37.52 B26.28 T63.80

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	15.00	18.76	22.51	26.26	30.01	33.77				
Benefits	0.00	0.00	21.40	21.40	21.40	21.40				

Ratio of Apprentices to Journeymen - *

- * A) For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- B) For roofing jobs on new built up roofs: 1:3 or fraction thereof
- C) For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- D) For roofing jobs {not requiring complete removal of existing systems, installation done over existing roof}: 1:3 or fraction thereof

Craft: Roofer COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 4-1-17:

INTERVAL	PERIOD AND RATES							
6 Months	15.00	18.76	22.51	24.38	26.26	28.14	30.01	33.77
Benefits	0.00	0.00	21.40	21.40	21.40	21.40	21.40	21.40

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/03/19
Foreman	W36.79 B34.37 T71.16
Journeyman	W35.54 B34.37 T69.91

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	11.63	13.26	14.88	16.52	18.57	20.23	21.90	23.56	25.23	26.90

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:

When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

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

OVERTIME:

Hours before or after the regular workday, Monday through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

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

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

County - UNION

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/01/19	06/01/20
Foreman	W0.00 B0.00 T97.22	W0.00 B0.00 T100.47
General Foreman	W0.00 B0.00 T98.22	W0.00 B0.00 T101.47
Journeyman	W0.00 B0.00 T93.72	W0.00 B0.00 T96.97

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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

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

County - UNION

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/01/19	07/01/19
Tile Setter	W59.03	W59.44
	B36.82	B36.88
	T95.85	T96.32

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

County - UNION

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	01/01/19	07/01/19
Grinder or Assistant	W54.24 B36.03 T90.27	W54.81 B36.42 T91.23
Mechanic	W55.84 B36.05 T91.89	W56.41 B36.44 T92.85
Terrazzo Resinous Worker	W46.57 B29.20 T75.77	W47.10 B29.47 T76.57

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%	60%	65%	70%	75%	85%	95%	100%	
750 Hours										

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES							
1500 Hours	35%	45%	60%	70%	80%	90%	100%	

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

OVERTIME:

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

County - UNION

Craft: Truck Driver

PREVAILING WAGE RATE

	11/01/18
Bucket, Utility, Pick-up, Fuel Delivery trucks	W37.66 B35.80 T73.46
Dump truck, Asphalt Distributor, Tack Spreader	W37.66 B35.80 T73.46
Euclid-type vehicles (large, off-road equipment)	W37.81 B35.80 T73.61
Helper on Asphalt Distributor truck	W37.66 B35.80 T73.46
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W37.66 B35.80 T73.46
Straight 3-axle truck	W37.71 B35.80 T73.51
Tractor Trailer (all types)	W37.81 B35.80 T73.61
Vacuum or Vac-All truck (entire unit)	W37.66 B35.80 T73.46
Winch Trailer	W37.91 B35.80 T73.71

Craft: Truck Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

TRUCK FOREMAN: \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

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

County - UNION

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

SHIFT DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$2.50 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$2.50 per hour.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

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

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

County - UNION

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	04/01/19	04/01/20
Driver	W25.10 B15.25 T40.35	W25.60 B15.71 T41.31

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans' Day.

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

County - UNION

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

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

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
50.18	32.85	83.03	85.38

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019		07/01/2019	
Rate	Fringe	Total	Total
50.18	32.85	83.03	85.38

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
48.27	32.85	81.12	83.47

CLASSIFICATIONS:

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019		07/01/2019	
Rate	Fringe	Total	Total
48.27	32.85	81.12	83.47

CLASSIFICATIONS:

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019		07/01/2019	
Rate	Fringe	Total	Total
48.27	32.85	81.12	83.47

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
48.27	32.85	81.12	83.47

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
44.93	32.85	77.78	80.13

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
42.35	32.85	75.20	77.55

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

	01/01/2019		07/01/2019
Rate	Fringe	Total	Total
52.51	32.85	85.36	87.71

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
51.77	32.85	84.62	86.97

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
51.77	32.85	84.62	86.97

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019		07/01/2019	
Rate	Fringe	Total	Total
46.64	32.85	79.49	81.84

CLASSIFICATIONS:

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
46.64	32.85	79.49	81.84

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
53.59	32.85	86.44	88.79

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
58.27	32.85	91.12	93.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
57.27	32.85	90.12	92.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
53.77	32.85	86.62	88.97

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
56.27	32.85	89.12	91.47

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
52.77	32.85	85.62	87.97

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	01/01/2019		07/01/2019
Rate	Fringe	Total	Total
55.40	32.85	88.25	90.60

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
51.34	32.85	84.19	86.54

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
48.68	32.85	81.53	83.88

CLASSIFICATIONS:

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
47.15	32.85	80.00	82.35

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
45.39	32.85	78.24	80.59

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
52.96	32.85	85.81	88.16

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
42.35	32.85	75.20	77.55

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
52.10	32.85	84.95	87.30

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
60.29	32.85	93.14	95.49

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
58.63	32.85	91.48	93.83

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
55.79	32.85	88.64	90.99

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
54.13	32.85	86.98	89.33

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
55.79	32.85	88.64	90.99

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for 5 consecutive workdays.
- When 2 shifts are worked, the second shift shall receive an additional 10% of the regular rate inclusive of benefits, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate inclusive of benefits, per hour. The third shift shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate inclusive of benefits, per hour.
- When such hours are mandated by the project owner, a shift that starts between 8:00 PM and midnight and ends by 6:00 AM Saturday, or that starts after 8:00 PM on Sunday, provided there are consecutive hours of work within the shift, shall receive an additional 15% of the regular rate, inclusive of benefits.
- On Highway, Road, Street, and Sewer projects irregular shifts starting between 5:00 PM and 12:00 AM may be worked Monday through Friday, and shall receive an additional 15% of the regular rate, inclusive of benefits. When working with other trades that receive a higher irregular shift rate, the Operating Engineer shall also receive the higher irregular shift rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veteran's Day.

On hazardous waste removal work or asbestos removal work, on a state or federally designated hazardous waste site, where the operating engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin, and eye protection, the operating engineer shall receive an additional 20% of the hourly wage, per hour.

Effective Dates:

	01/01/2019		07/01/2019
Rate	Fringe	Total	Total
51.77	32.85	84.62	86.97

CLASSIFICATIONS:

Driller

Effective Dates:

	01/01/2019		07/01/2019
Rate	Fringe	Total	Total
44.93	32.85	77.78	80.13

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
44.25	31.53	75.78	78.28

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
43.95	31.53	75.48	77.98

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
43.45	31.53	74.98	77.48

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
45.95	31.53	77.48	79.98

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.90	31.53	74.43	76.93

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.55	31.53	74.08	76.58

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.40	31.53	73.93	76.43

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.00	31.53	73.53	76.03

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
50.52	32.85	83.37	85.72

CLASSIFICATIONS:

Driller

Effective Dates:

01/01/2019			07/01/2019
Rate	Fringe	Total	Total
43.68	32.85	76.53	78.88

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
39.23	14.17	53.40	54.91	56.71

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
33.93	13.77	47.70	49.05	50.66

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
31.94	13.62	45.56	46.86	48.39

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
31.07	13.26	44.33	45.59	47.10

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
30.06	13.18	43.24	44.48	45.95

CLASSIFICATIONS:

Boat Operator

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
24.97	12.50	37.47	38.56	39.85

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

04/17/2019			10/01/2019	10/01/2020
Rate	Fringe	Total	Total	Total
34.96	13.85	48.81	50.19	51.84

CLASSIFICATIONS:

Crane Operator

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.30	31.53	73.83	76.33

CLASSIFICATIONS:

Head Raker

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.15	31.53	73.68	76.18

CLASSIFICATIONS:

Raker, Screedman, Luteman

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
41.90	31.53	73.43	75.93

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.00	31.53	73.53	76.03

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

Traffic Control Coordinator

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$1.00 per hour.

OVERTIME:

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 10% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/17/2017

Rate	Fringe	Total
31.62	25.55	57.17

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/17/2017

Rate	Fringe	Total
39.69	25.55	65.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/17/2017

Rate	Fringe	Total
45.73	25.55	71.28

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
41.50	31.53	73.03	75.53

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.45	31.53	73.98	76.48

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
46.00	31.53	77.53	80.03

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
44.75	31.53	76.28	78.78

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
41.50	31.53	73.03	75.53

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
41.50	31.53	73.03	75.53

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
46.00	31.53	77.53	80.03

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
44.75	31.53	76.28	78.78

CLASSIFICATIONS:

general foreman

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
42.45	31.53	73.98	76.48

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$42.50; Pipeline Journeyman Welder: \$102.50; and Pipeline Helper: \$42.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

Effective Dates:

06/03/2019

Rate	Fringe	Total
54.64	32.30	86.94

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/03/2019

Rate	Fringe	Total
54.64	32.30	86.94

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/03/2019

Rate	Fringe	Total
33.84	21.92	55.76

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

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

Effective Dates:

11/01/2018			11/01/2019
Rate	Fringe	Total	Total
60.00	23.73	83.73	86.23

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/01/2018			11/01/2019
Rate	Fringe	Total	Total
60.00	23.73	83.73	86.23

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/01/2018			11/01/2019
Rate	Fringe	Total	Total
38.46	17.54	56.00	57.67

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
43.75	31.53	75.28	77.78

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.45	31.53	73.98	76.48

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

	03/01/2019		03/01/2020
Rate	Fringe	Total	Total
42.20	31.53	73.73	76.23

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
41.50	31.53	73.03	75.53

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

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

Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

	12/02/2018		12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
55.13	36.93	92.06	94.45	96.84

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	12/02/2018		12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
52.01	34.84	86.85	89.11	91.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
52.01	34.84	86.85	89.11	91.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
51.49	34.49	85.98	88.22	90.44

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
49.93	33.45	83.38	85.53	87.70

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
43.69	29.27	72.96	74.84	76.73

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
65.01	43.55	108.56	111.38	114.19

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
59.81	40.07	99.88	102.47	105.05

CLASSIFICATIONS:

Assistant General Foreman

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
58.25	39.02	97.27	99.79	102.32

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
42.13	28.22	70.35	72.17	73.99

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
40.05	26.83	66.88	68.62	70.34

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
40.05	26.83	66.88	68.62	70.34

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
39.53	26.48	66.01	67.71	69.43

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
39.53	26.48	66.01	67.71	69.43

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
33.81	22.65	56.46	57.91	59.38

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
31.21	20.91	52.12	53.47	54.80

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/02/2018			12/01/2019	11/29/2020
Rate	Fringe	Total	Total	Total
51.49	34.49	85.98	88.22	90.44

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/02/2018

Rate	Fringe	Total
60.86	48.05	108.91

CLASSIFICATIONS:

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2018

Rate	Fringe	Total
54.21	44.12	98.33

CLASSIFICATIONS:

Foreman

Effective Dates:

12/02/2018

Rate	Fringe	Total
51.35	42.44	93.79

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2018

Rate	Fringe	Total
47.55	40.18	87.73

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/02/2018

Rate	Fringe	Total
38.04	34.55	72.59

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/02/2018

Rate	Fringe	Total
33.29	31.73	65.02

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/02/2018

Rate	Fringe	Total
30.91	30.31	61.22

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/02/2018

Rate	Fringe	Total
28.53	28.91	57.44

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/02/2018

Rate	Fringe	Total
26.15	27.51	53.66

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/02/2018

Rate	Fringe	Total
20.92	24.41	45.33

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

	03/01/2019		03/01/2020
	Rate	Fringe	Total
	66.38	31.53	97.91
			101.16

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

	03/01/2019		03/01/2020
	Rate	Fringe	Total
	65.93	31.53	97.46
			100.71

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
65.18	31.53	96.71	99.96

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
68.93	31.53	100.46	103.71

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
64.35	31.53	95.88	99.13

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
63.83	31.53	95.36	98.61

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
63.60	31.53	95.13	98.38

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2019			03/01/2020
Rate	Fringe	Total	Total
63.00	31.53	94.53	97.78

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

NJDOT SPECIAL PROVISIONS

NJDOT SPECIAL PROVISIONS
FOR
DRAINAGE IMPROVEMENTS, BE. EASTBOUND C.R. 622 MP. 0.35
IN THE TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION

The Contractor is made aware that regular text denotes the Supplementary changes made by the NJDOT. Paragraphs and Pay Items in bold text denote revisions and additions made by the Engineer to be project specific.

WAGE RATES

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

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

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2007 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2007 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

SPECIAL PROVISIONS

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

SPECIFICATIONS TO BE USED

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages SP1 to SP24 inclusive.

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

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

DIVISION 100 – GENERAL PROVISIONS

IN CASE OF DISCREPANCY BETWEEN THE NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2007 U.S. CUSTOMARY ENGLISH UNITS AND THE INSTRUCTION TO BIDDERS. BID FORM(S), AGREEMENT, AND GENERAL CONDITIONS OF THIS CONTRACT, THE INSTRUCTION TO BIDDERS, BID FORM(S), AGREEMENT AND GENERAL CONDITIONS OF THIS CONTRACT SHALL GOVERN.

SECTION 101 - GENERAL INFORMATION

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 104 - SCOPE OF WORK

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 105 - CONTROL OF WORK

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 106 - CONTROL OF MATERIAL

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 108 - PROSECUTION AND PROGRESS

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 109 - MEASUREMENT AND PAYMENT

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

DIVISION 150 – CONTRACT REQUIREMENTS

IN CASE OF DISCREPANCY BETWEEN THE NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2007 U.S. CUSTOMARY ENGLISH UNITS AND THE INSTRUCTION TO BIDDERS, BID FORM(S), AGREEMENT, AND GENERAL CONDITIONS OF THIS CONTRACT, THE INSTRUCTION TO BIDDERS, BID FORM(S), AGREEMENT AND GENERAL CONDITIONS OF THIS CONTRACT SHALL GOVERN.

SECTION 152 – INSURANCE

THIS SECTION IS NOT APPLICABLE TO THIS JOB.

SECTION 153 – PROGRESS SCHEDULE

THIS SECTION IS NOT APPLICABLE TO THIS JOB.

SECTION 154 – MOBILIZATION

154.01 DESCRIPTION

THE FOLLOWING IS ADDED:

MOBILIZATION shall include the cost of initiating the Contract, and such portions of the following that are required for the Project: setting up the CONTRACTOR's general plant, offices, shops, storage areas, sanitary and other facilities as required; providing access to the project sites; obtaining necessary permits and licenses, and payment of fees; protecting existing utilities; lighting work areas; providing working drawings; sampling and testing of materials; providing required insurance and bonds.

154.02 PROCEDURE

THE FOLLOWING IS ADDED:

Prior to the start of work, it is the responsibility of the CONTRACTOR to notify the owners of the overhead and underground utilities that may be encountered during all construction operations.

Prior to any excavation, the CONTRACTOR shall have all utilities marked out. If applicable, the CONTRACTOR shall arrange for any necessary utility work and shall reschedule his operations appropriately.

The CONTRACTOR shall take care and caution to preserve and protect all existing pavements, curbs, landscape areas, sidewalk, private and public property along and adjacent to the lines of work. Any destruction to any of the above, beyond the limits of work or caused by careless construction procedures shall be replaced by the CONTRACTOR at no additional cost to the OWNER.

The CONTRACTOR shall notify all property owners affected by the proposed work at least seventy-two (72) hours prior to the commencement of construction. This notification shall be done by door-hangers or letters and should indicate the anticipated starting and completion dates.

CONTRACTOR shall provide barricades to protect the public from injury from the CONTRACTOR's work. Barricades shall be placed so as to prevent unauthorized persons from entering the work area. Barricades shall consist of snow fence, lights or other means necessary to prevent entry to the work area.

154.04 MEASUREMENT AND PAYMENT

Measurement and Payment will be made for Mobilization. Contractor is to perform work as required and include payment for this work in the lump sum price.

THE FOLLOWING IS ADDED TO THE PAY ITEMS:

Item
MOBILIZATION

Pay Item
LUMP SUM

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.01 DESCRIPTION

The Following Is Added:

Construction layout shall be performed by a New Jersey Licensed Professional Land Surveyor.

Contractor shall be responsible for establishing and maintaining all lines and grades as required to complete the work described on the project plans and herein the project specifications.

Contractor shall protect, preserve and/or replace existing benchmarks, monuments, and other reference points, if any.

157.04 MEASUREMENT AND PAYMENT

The Entire Subsection Is Replaced By The Following:

Construction Layout and Monuments will not be measured for payment. No separate payment will be made for construction layout and monuments. The contractor shall perform all work described in this section and include costs under the various pay items in the proposal.

SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.03.02 SESC MEASURES

The Following Is Added:

Soil Erosion and Sediment Control measures (SESC measures) shall be provided and maintained in accordance with the standards for soil erosion and sediment control in New Jersey and also in accordance with the standards of the Somerset-Union Soil Conservation District.

158.04 MEASUREMENT AND PAYMENT

The Entire Subsection Is Replaced By The Following:

SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL WILL NOT BE MEASURED FOR PAYMENT. THE CONTRACTOR SHALL PERFORM ALL WORK DESCRIBED IN THIS SECTION AND INCLUDE COSTS UNDER THE VARIOUS PAY ITEMS IN THE PROPOSAL.

SECTION 159 – TRAFFIC CONTROL

159.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST SENTENCE:

The Contractor shall be responsible for the proper notification of residences, businesses, emergency services, busing services and all other parties affected by the traffic control implemented on the project.

An allowance for Uniformed Traffic Directors has been included in the proposal. The CONTRACTOR shall pay the police department for uniformed traffic directors, which costs shall be paid for under the Uniformed Traffic Director Allowance.

159.03.08 Traffic Direction

4. THE FOLLOWING IS ADDED TO SUBSECTION 159.03.08, Traffic Direction, SUBPARAGRAPH A. Flagger:

Training Flaggers shall be provided as required by the plans or, if no requirements are set forth in the plans, at each location where the Contractor's operations result in two-way traffic being maintained in a single lane, unless otherwise approved by the Owner or the Owner's designee for Traffic Control. The Owner or Owner's designee for Traffic Control may waive the need for Trained Flaggers if Uniformed Traffic Directors are determined necessary, and are assigned to provide and adequately fulfill all functions of the Trained Flaggers and/or may permit the Contractor to arrange for the services of Uniformed Law Enforcement Officers in lieu of Trained Flaggers when Uniformed Traffic Directors have not been assigned; in such case the Uniformed Law Enforcement Officers shall be considered substitute Trained Flaggers and not Uniformed Traffic Directors.

5. SUBSECTION 159.03.08, Traffic Direction, SUBPARAGRAPH B. Police, IS AMENDED TO PROVIDE:

B. Uniformed Traffic Directors. Uniformed Traffic Directors shall consist of the assignment and use of Uniformed Law Enforcement Officers as Uniformed Traffic Directors. Uniformed Traffic Directors shall be assigned in accordance with any specific requirement in the plans or Special Provisions and/or as determined necessary by the individual in the Special Provisions or designated by the Owner.

The Contractor agrees:

- 1. To make no claim for any additional compensation related to any delay, disruption, loss of profit or any other costs related to actions or inactions of Uniformed Traffic Directors.**
- 2. To make no claim for any compensation related to requesting additional Uniformed Traffic Directors for the project which are not deemed necessary by the Owner.**
- 3. The provision of Uniformed Traffic Directors on the project is within the discretion of the Owner or the agency having jurisdiction.**
- 4. There may be emergency situations where Uniformed Traffic Directors are not available, may not arrive on schedule or may have to leave the project. In such case, the Contractor will make no claim for any additional compensation due to delay, disruption, lose off profit or any other costs.**

- 5. To provide 72 hours' notice (or such other notice as required by the Special Provisions) of specific operations which have been determined to require assignment of Police Traffic Directors.
- 6. To provide 24 hours' notice of the cancellation or rescheduling of operations which will negate the need for Uniformed Traffic Directors. Exception: Cancellation after the start of work or cancellation because of unforeseen weather conditions less than 24 hours prior to the start of work.

The Owner will not make payment for Uniformed Traffic Directors required after the Time of Completion of Work set forth in IB.3 as modified by any extension of time; or required because of the Contractor's failure to provide notice of cancellation or rescheduling as required by this subsection; or provided at the election of the Contractor, as substitutes for Trained Flaggers.

6. SUBSECTION 159.03.09, Emergency Towing Service, IS DELETED.

7. THE FOLLOWING IS ADDED TO THE BEGINNING OF SUBSECTION 159.04 MEASUREMENT AND PAYMENT:

No separate payment will be made for Traffic Control items other than breakaway barricades, drums, traffic cones, construction signs, and Uniformed Traffic Directors. All costs for additional traffic control items shall be included in the prices bid for the various items in the Proposal including the creation of traffic control plans, flaggers, traffic devices, safety fences, variable message signs, detouring, and all other work and material described in this section.

Uniformed Traffic Directors, if required, shall be hired by the CONTRACTOR. The CONTRACTOR shall pay the police department for uniformed traffic directors, which costs shall be paid for under the Uniformed Traffic Director pay item. The costs shall be directly reimbursed to the CONTRACTOR at the current set hourly rate without markup of the price.

THE FOLLOWING IS ADDED TO THE PAY ITEMS:

<i>Item</i>	<i>Pay Item</i>
UNIFORMED TRAFFIC DIRECTOR	MAN-HOURS

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 Fuel Price Adjustment

THROUGHOUT THIS SUBPART, TABLE 161.03.01-1 IS CHANGED TO TABLE 160.03.01-1

THE THIRD PARAGRAPH IS CHANGED TO:

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the monthly Estimates, and the as-built quantity cannot be readily distributed among the months that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item's monthly Estimate quantity is to the total of the Item's monthly estimates.

THE 13 TH AND 15 TH LINE IN THE TABLE 160.03.01-1 IS CHANGED TO:

SOIL AGGREGATE BASE COURSE, ___ " THICK	1 Gallon per Cubic Yard
---	-------------------------

DENSE-GRADED AGGREGATE BASE COURSE, ___ " THICK	1 Gallon per Cubic Yard
---	-------------------------

THE 25 TH LINE IN THE TABLE 160.03.01-1 IS CHANGED TO:

HOT MIX ASPHALT ___ ___ BASE COURSE	2.50 Gallons per Ton
-------------------------------------	----------------------

THE FOLLOWING ARE ADDED TO TABLE 160.03.01-1

Items	Fuel Usage Factor
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton

160.03.02 Asphalt Price Adjustment

NOTE 1 OF THE THIRD PARAGRAPH IS CHANGED TO:

- The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons used.

THE FOURTH PARAGRAPH IS CHANGED TO:

$$A = B \times [(MA - BA)/BA] \times C \times M \times G$$

Where:

- A = Asphalt Price Adjustment
- B = Bid Price for Tack Coat/Prime Coat
- MA = Monthly Asphalt Price Index
- BA = Basic Asphalt Price Index
- C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:
 - Use 100% for cutbacks and Tack Coat 64-22
 - 60% for Polymer Modified Tack Coat
 - 60% for RS or similar type emulsions
- M = Percentage of Bid Price Applicable to Materials Only: Use 82%
- G = Gallons of Tack Coat and Prime Coat Furnished and Applied

160.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS' PAY UNITS ARE REVISED TO:

<i>Item</i>	<i>Pay Unit</i>
FUEL PRICE ADJUSTMENT	ALLOWANCE
ASPHALT PRICE ADJUSTMENT	ALLOWANCE

SECTION 161 – FINAL CLEANUP

THE FOLLOWING IS ADDED:

161.03.02 Restoration

Restoration not specifically called out with construction notes, such as grading, concrete and paver walks, lawn, fencing, railings, curb, driveway restoration, pavement restoration, trench restoration, signage, survey monuments, water and gas valves, cleanouts, roof leaders or similar piping, benches, and any other items disturbed or removed during construction shall be restored and reset to their original condition and location. The Contractor shall reset items at their preconstruction locations, unless otherwise directed by the Engineer. Amenities which are anchored to the ground shall be reset utilizing footing sizes, anchoring methods and materials as specified by the product's manufacturer or as approved by the Engineer. Survey monuments shall

be reset by a professional land surveyor licensed in the state of New Jersey. All costs associated with site restoration shall be included in the various pay items scheduled in the proposal.

All fences, decorative landscaping, sign posts, street marking posts, receptacles, benches, and all other features that interfere with construction operations shall be removed and reset in order to perform work. Any material damaged during construction shall be replaced and installed in its original location. All costs associated with site restoration shall be included in the various pay items scheduled in the proposal.

In areas where existing paver walkways are to be removed and replaced with concrete sidewalk, the Contractor shall reset pavers at the limits of construction to meet the location and grades of the new sidewalk. If a paver soldier course surrounds the existing pavers, the Contractor shall reset the existing paver soldier course, supplementing with additional pavers, at the limits of concrete sidewalk construction. All costs associated with resetting paver sidewalks at the limits of concrete sidewalk construction shall be included in the various pay items scheduled in the proposal.

161.04 MEASUREMENT AND PAYMENT

RESTORATION WILL NOT BE MEASURED FOR PAYMENT. NO SEPARATE PAYMENT WILL BE MADE FOR RESTORATION. THE CONTRACTOR SHALL PERFORM ALL WORK DESCRIBED IN THIS SECTION AND INCLUDE COSTS UNDER THE VARIOUS PAY ITEMS IN THE PROPOSAL.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

Work for CLEARING SITE shall include but is not limited to sawcutting existing pavement, removal and disposal of concrete curb, sidewalk, driveways, bituminous pavement, pavers, pipe, inlets, sanitary sewer manholes, pipes & laterals, miscellaneous debris, lawn, trees, tree stumps, landscaping, and any other work required to prepare the site for construction.

Before any clearing site work or mobilization is performed at the project site, the Contractor is to film a pre-construction video of the entire existing site. The video should be common DVD standard formatting found in any home. One copy should be given to the Owner and the other copy to the Engineer at the Pre-Construction Meeting or soon thereafter. The notice to proceed will not be issued until the ENGINEER has received the pre-con video. All existing driveways, aprons, sidewalks and other private property shall be specifically included in the video. Special attention shall be taken to these items to insure accurate restoration.

Unless otherwise directed, all excess material, including soil shall be removed from the site and disposed of by the CONTRACTOR. Should the OWNER wish to retain portions of the excess material, the CONTRACTOR shall deliver said material to the required location as determined by the OWNER at no additional cost to the OWNER.

CONTRACTOR shall also remove and dispose of all construction debris. All debris shall be cleaned up on a daily basis and placed in containers or trucks. The materials shall be removed from the site of work and disposed of by the CONTRACTOR at no additional cost to the OWNER.

The CONTRACTOR, during the construction of the project, shall not stockpile materials or his equipment on any private property; except in areas designated on the plans or as directed by the ENGINEER. Areas for stockpiling and staging shall be approved by the ENGINEER prior to the commencement of construction.

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THE END OF THE SECTION:

The CONTRACTOR is responsible to clear any and all items required to build the project as shown on the plans. The notes shown on the plans may not be all-inclusive. Any items not specifically shown for removal on the plans, but required to build the proposed improvements shall be removed and disposed of under CLEARING SITE.

The CONTRACTOR is required to remove and dispose of off-site any excavated soil material that is in excess of that required for the project as per NJDOT Section 202.03.07.

SECTION 202 – EXCAVATION

202.03 Stripping

THIRD SENTENCE OF SECOND PARAGRAPH:

REPLACE “Department will” WITH “Contractor will have a qualified laboratory”.

202.03.02 Excavating Test Pits

SECOND SENTENCE OF THE FIRST PARAGRAPH:

REPLACE “105.07” WITH “GC.26”.

202.03.03 Excavating Unclassified Material

202.03.03.A.1 Wet Areas

SECOND SENTENCE OF THE THIRD PARAGRAPH:

REPLACE “107.01.01” WITH “IB.12 AND GC.25.5”.

202.03.03.B Temporary Storing

FOURTH PARAGRAPH:

REPLACE “105.08 and 108.04” WITH “GC.13”

202.03.04 EXCAVATING REGULATED MATERIAL

3. Temporarily Storing

ADD TO THE FIRST PARAGRAPH:

Contain stockpiles with hay bales or silt fence placed continuously at the perimeter of the stockpile.

202.04 MEASUREMENT AND PAYMENT

ADD THE FOLLOWING INTRODUCTORY PARAGRAPH:

Excavation of the various kinds will be measured and paid under the items listed in this Section only to the extent that such items are scheduled in the Proposal. Excavation of the various kinds for which no item is scheduled in the Proposal will not be measured and paid, all costs for the work required for such items, including disposal, will be included in the various items scheduled in the Proposal.

DIVISION 300 – SUBBASE AND BASE COURSE

SECTION 302 – AGGREGATE BASE COURSE

302.04 MEASUREMENT AND PAYMENT

ADD TO THIS SUBSECTION:

No separate payment will be made for excavation necessary to construct base courses of the various kinds or for removal of material of any nature in excess of the HMA Milling, 3” or Less pay item. All costs shall be included in the various items in the Proposal.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

EMULSIFIED ASPHALT UNDER TACK COAT IS REVISED TO:

Emulsified Asphalt, Grade RS-1, CRS-1, SS-1, SS-1h, Grade CSS-1 or CSS-1h 902.01.03

401.02.02 Equipment

THE LAST PARAGRAPH IS CHANGED TO:

When an MTV is used, install a paver hopper insert with a minimum capacity of 14 tons in the hopper of the HMA paver.

401.03.01 Preparing Existing Pavement

A. Milling of HMA.

Stage	Max. time interval allowed
-------	----------------------------

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

Sawcut at the limit of paving in driveways and at other limits requiring a neat edge between new and existing HMA.

D. Repairing HMA Pavement.

THE ENTIRE TEXT IS CHANGED TO:

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Sawcut existing HMA pavement to a maximum depth of 10 inches, or to the full depth of bound layers, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material to a depth of at least 3 and no more than 10 inches below the level of milling within the boundary of the sawcuts to form rectangular openings with vertical sides. Shape and compact the underlying surface to produce a firm, level base. Ensure that the remaining pavement is not damaged.

Apply polymerized joint adhesive or tack coat to the vertical surfaces of the openings. Spread and grade HMA in the opening as directed by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.03.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with the adjacent pavement surface.

Reuse removed material as specified in 202.03.07.A.

401.03.02 Tack Coat and Prime Coat

TABLE 401.03.02-1 IS CHANGED TO:

Table 401.03.02-1 Tack Coat Application			
Material	Spraying Temp, °F	Gallons per Square Yard	Season
Cut-Back Asphalt:			
RC-70	120 to 190	0.05 to 0.15	Oct 15 to Apr 15
Emulsified Asphalt:			
RS-1	70 to 140	0.05 to 0.15	All year
CRS-1	125 to 185	0.05 to 0.15	All year

SS-1, SS-1h	70 to 140	0.05 to 0.15	All year
CSS-1, CSS-1h	70 to 140	0.05 to 0.15	All year

TABLE 401.03.02-2 IS CHANGED TO:

Table 401.03.02-2 Prime Coat Application			
Cut-Back Asphalt	Spraying Temp, °F	Gallons per Square Yard	Season
MC-30	85 to 150	0.1 to 0.5	Oct 15 to Apr 15
MC-70	120 to 190	0.1 to 0.5	Oct 15 to Apr 15
Emulsified Asphalt:			
CSS-1	70 to 140	0.1 to 0.50	All year

401.03.03 HMA Courses

D. Transportation and Delivery of HMA.

THE FIRST PARAGRAPH IS CHANGED TO:

Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The RE will reject HMA if the HMA trucks do not meet the requirements specified in 1009.02. The RE will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

1. Name and location of the HMA plant.
2. Project title.
3. Load time and date.
4. Truck number.
5. Mix designation.
6. Plant lot number.
7. Tare, gross, and net weight.

E. Spreading and Grading.

THE THIRD PARAGRAPH IS CHANGED TO:

The use of an MTV is optional for the construction of intermediate and surface course in the traveled way. If an MTV is used, ensure that the MTV independently delivers HMA from the HMA trucks to the HMA paver. Operate the MTV to ensure that the axle loading does not damage structures, roadway, or other infrastructure.

401.03.03 E 1 b. Cold Joint Paving.

ADD Paragraph:

Paving lane shall not exceed 300 lineal feet, or up to 500 lineal feet if directed by the Engineer. No longitudinal cold joints are to be left exposed at the end of the day’s work or overnight. A maximum of one (1) center line, longitudinal cold joint is allowed if echelon paving is not available to eliminate all longitudinal cold joints.

H. Air Void Requirements.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGAPH:

If areas of existing shoulders are found to be insufficient to support the proposed HMA pavement and the required compaction cannot be achieved, notify the RE immediately. The RE may either direct additional milling and paving to provide a suitable base to pave the proposed HMA or waive coring and air void requirements in such shoulder areas.

J. Ride Quality Requirements.

THE FIRST PARAGRAPH IS CHANGED TO:

The Department will evaluate the HMA surface course using the International Roughness Index (IRI) according to ASTM E 1926. The Department will use the measured IRI to compute the appropriate pay adjustment (PA). The PA may be positive for superior quality work or negative for defective work. The Department may exclude certain area as specified in the Special Provisions.

SUBPART 3 OF SECOND PARAGRAPH IS CHANGED TO:

3. Preparation for IRI Testing. Provide the necessary traffic control when the Department performs IRI testing. Perform required mechanical sweeping of the surface course before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline 300 feet before the beginning of each lane, shoulder, and ramp to be tested. Submit the actual stationing for each traffic marking tape location to the RE.

4. Acceptance.

a. Pay Adjustment.

THE FOLLOWING IS ADDED:

Route	Type	Number of Lift	Mile Post	
			From	To

401.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will make a payment adjustment for HMA air void quality by the following formula:

$$\text{Pay Adjustment} = Q \times \text{BP} \times \text{PPA}$$

Where:

BP = Bid Price

Q= Air Void Lot Quantity

PPA= air void PPA as specified in 401.03.03H.

The Department will make a payment adjustment for HMA thickness quality by the following formula:

$$\text{Pay Adjustment} = Q \times \text{BP} \times \text{PPA}$$

Where:

BP = Bid Price

Q= Thickness Lot Quantity

PPA= thickness PPA as specified in 401.03.03I

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.03J.

The quantity of various courses of HMA, in tons, used for payment shall be the lesser of the following:

- a. **The total of all Delivery Slips.**
- b. **Pavement Area (SY) x 115 Pounds/S.Y. x Specified Thickness Inches**
2000 POUNDS

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 - PIPES

601.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This section also includes requirements for constructing underdrains for subsurface drainage, for constructing combination drains for both surface and subsurface drainage, and for work appurtenant to constructing pipes of various kinds.

601.03 CONSTRUCTION

601.03.01.B Excavation

ADD THE FOLLOWING:

The Contractor shall furnish, put in place and maintain such sheeting and bracing, etc., as may be required to support the sides of the excavation and to prevent any movement of earth which could in any way diminish the width of the excavation below that are necessary for proper construction, or otherwise injure or delay the work or endanger adjacent structures.

601.03.01.C Bedding

Except as otherwise provided in 601, all pipe will be laid in Class B bedding per detail.

601.03.01 D. Installing Pipe

THE FOLLOWING IS ADDED:

Water shall be completely removed from all excavations promptly and continuously throughout the progress of the work and the Contractor shall keep excavations absolutely dry at all times until the storm drains have been properly joined and bedded and work completed. Precautions shall be taken to protect uncompleted work from flooding during storms or from other causes.

601.03.01.F Backfilling

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Backfill for underdrains, and combination drains, will be in accordance with the detail, or as directed by the Engineer.

Unless otherwise shown on the plan, or as directed by the Engineer, temporary trench repairs for paved areas shall consist of filling the trenches with specified materials approved by the Engineer, compaction of same, and installation equal to the adjacent pavement thickness not to exceed 4 inch thick Hot Mix Asphalt 19M64 Base Course set to match grade with adjacent pavement.

Unless otherwise shown on the plan, or as directed by the Engineer, trench repairs for those areas outside paved areas shall consist of filling the trenches with the specified backfill, topsoiling 4 inches thick, fertilizing and seeding, and straw mulching.

THE FOLLOWING SUBSECTION IS ADDED:

601.04 MEASUREMENT AND PAYMENT

ADD TO SUBSECTION:

Specific pipe bedding specified or shown on the plans or details shall not be measured and the cost thereof shall be included in the various items in the Proposal.

The unit prices bid shall include all costs to connect the pipes to the drainage structures and all costs of appurtenant work. The unit prices bid shall include all costs for the dewatering of the trench, if required. The unit prices bid shall include all costs for temporary trench repairs. The unit prices bid shall include all costs for any sheeting or bracing needed.

SECTION 602 – DRAINAGE STRUCTURES

602.02 Materials

THE FOLLOWING PARAGRAPH IS ADDED:

Type B inlets shall have a Type ‘N’ Curb Piece with “Drains to Waterway” cast on top. The size of the Curb Piece will be as specified in the Construction Documents. Inlet frame, curb piece, and bicycle safe grate shall be Campbell Foundry Pattern Number 2618 or approved equal. All pieces shall be included in the appropriate Drainage Structure pay item in the Proposal.

Type E Inlets shall have an inlet frame and bicycle safe grate that shall be Campbell Foundry Pattern Number 3425 or approved equal. All pieces shall be included in the bid price for the appropriate Drainage Structure item in the Proposal.

602.03.02 Inlets and Manholes

THE FOLLOWING PARAGRAPH IS ADDED

When inlets are to be constructed or reconstructed in an area where the roadway is to be milled and overlaid, the Contractor shall sawcut the existing HMA, remove existing concrete road, excavate necessary materials for installation of inlet(s), compact sub grade, install Dense Graded Aggregate Base Course in accordance with Section 301, and install Hot Mix Asphalt Base Course. The frames and grates shall be reset to the same grate elevation as existing unless otherwise specified on the Grading plan.

All drainage structures shall be built in accordance with the details in the contract documents. All work and materials described in the details, and notes of the details, shall be included in the bid price for the drainage structure in the proposal.

602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

THE FOLLOWING PARAGRAPHS ARE ADDED:

No separate payment shall be made for the connection of existing or proposed pipe to proposed, reconstructed or reset inlets. All costs thereof shall be included in the prices bid for each respective item.

602.04 Measurement and Payment

THE FOLLOWING IS ADDED

When Inlets are to be constructed in areas of Milling and HMA Overlay, no separate payment will be made for sawcutting, excavation, compaction, supply and placement of Dense Graded Aggregate Base Course, and supply and placement of Hot Mix Asphalt Base Course. All costs shall be included in the price bid for the appropriate Pay Item.

SECTION 607 – CURB

607.03.02 Concrete Vertical Curb

THE FOLLOWING IS ADDED:

Curb placed in Areas of Milling and HMA Overlay.

When Concrete Vertical Curb or Belgian Block Curb is being constructed in areas where the roadway is to remain or will be milled and overlaid, the CONTRACTOR shall sawcut the existing HMA or concrete surface, excavate the necessary materials for the new curb, compact the sub grade, install DGA Base Course in accordance with Section 301 and install HMA Base Course in accordance with Section 406 and the details contained on the plans.

G. Backfilling Curb

THE FOLLOWING IS ADDED:

Backfill the subgrade to the depth required to construct a the Dense-graded Aggregate Base Course and Hot Mix Asphalt 19H64 Base Course pavement repair strip as shown on the construction details. Install and compact Dense-graded Aggregate Base Course, Hot Mix Asphalt 19H64 Base Course, and Hot Mix Asphalt 9.5H64 Surface Course pavement repair strip, as shown on the plans and as specified herein.

607.03.05 GRANITE CURB:

THIS SUBSECTION IS RENAMED:

607.03.05 BELGIAN BLOCK CURB:

THE FOLLOWING IS ADDED:

Belgian Block Curb shall be set with the top surface within ¼” of the required grade.

Performed expansion joints ½” wide shall be provided at P.C. & P.T. of curb returns and at a maximum of 50’ intervals elsewhere.

The entire concrete foundation for Belgian Block Curb shall be in one pour or in pours at close intervals when the concrete is still plastic and rodded to create a homogeneous foundation.

At particular locations such as curb returns, at drives and adjacent to structures or other obstructions, the Engineer may restrict the size of Belgian Block Curb to be used. Only 12”-14” long blocks may be used within 10’ of any curb inlet. Except when permitted by the Engineer, blocks with minimum or maximum dimensions may not be normally be placed adjacent to other blocks with similar minimum or maximum dimensions.

No separate payment will made for asphalt repair strip. All costs thereof shall be included in the bid price for Belgian Block Curb.

607.03.06 RESET GRANITE CURB:

THIS SUBSECTION IS RENAMED:

**607.03.06 RESET BELGIAN BLOCK CURB:
THE FOLLOWING IS ADDED:**

No separate payment will be made for resetting Belgian Block Curb. The Contractor shall include the costs for resetting Belgian Block Curb in the pay item “Belgian Block Curb.” This price shall include all excavation, backfill, compaction, supply and installation of new concrete foundation, reinstallation of existing Belgian Blocks or supply of new Belgian Blocks, curing compound, and all other work and materials required to reset the Belgian Block Curb.

607.04 MEASUREMENT AND PAYMENT:

THE FOLLOWING ITEM IS DELETED:

<i>Item</i>	<i>Pay Unit</i>
RESET GRANITE CURB	UNIT

THE FOLLOWING ITEMS ARE THE RENAMED ITEMS:

<i>Item</i>	<i>Pay Unit</i>
BELGIAN BLOCK CURB	LINEAR FOOT

THE FOLLOWING IS ADDED:

When Belgian Block Curb is placed in areas of Milling and HMA Overlay, sawcutting, excavating, compaction, supply and placement of Dense Graded Aggregate Base Course and supply and placement of Hot Mix Asphalt 19M64 Base Course and Hot Mix Asphalt 9.5M64 Surface Course(repair strip), will not be measured for payment. All costs thereof shall be included in the price bid for Belgian Block Curb.

Payment for the Curb shall be made at the Linear Foot price bid in the Proposal. Such work shall include excavation, sawcutting, survey and layout, supply and installation of concrete, backfill, compaction, Supply and installation of Dense-graded Aggregate Base Course, Hot Mix Asphalt 19H64 Base Course pavement repair strip, extension of existing roof leaders and sump pump outlet pipes through the face of the curb, and all other work and materials required to construct the curb and pavement repair strip as shown on the plans and as specified herein.

SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS

610.02.01 Materials

THE FOLLOWING MATERIALS ARE RENAMED TO:

Traffic Stripes.....	912.03.01
Traffic Markings.....	912.03.02

610.03.01 Long-Life Traffic Stripes

THE SUBPART HEADING AND THE ENTIRE TEXT IS CHANGED TO:

610.03.01 Traffic Stripes

- A. **Striping Plan.** At least 20 days before beginning the work, submit to the RE for approval a striping plan that includes:

1. Schedule of operations for applying traffic stripes.
2. Number and type of equipment.
3. Manufacturer's recommendations for use of the materials, including, but not limited to, mixing ratios and application temperatures.
4. Details on the means and methods for surface preparation
5. Details on the means and methods for premarking
6. Details on the proposed test strip such as location, length etc.

B. Surface Preparation. Immediately before striping the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the stripes to be placed.

C. Striping Test Strip. Before beginning striping operations, construct 1 or more striping test strips to demonstrate the Contractor's ability to meet the requirements specified in [610.03.01.D](#). For each striping test strip, apply striping to approximately 500 linear feet of pavement with the same striping procedure that will be used for the Project. Construct a test strip for each applicator unit and epoxy resin material used. Provide the RE with 50 test cards made of heavy stock paper measuring 8 inches by 2 inches, and two wet film thickness gauges. Construct additional test strips when major equipment repairs or adjustments are made or when the traffic stripes are determined to be defective. Construct additional test strips when traffic striping operations are performed on multiple, non-continuous occasions. Perform additional test strips as requested by the RE. When the test strip is in compliance, as determined by the RE, proceed with striping operations. Each test strip may remain in place and become part of the finished stripes subject to the requirements of [610.03.01.E](#).

D. Applying Striping. Mix epoxy resin with an automatic proportioning and mixing machine, and hot-spray the compound at a temperature of between 100 and 130 °F onto dry surfaces. Apply the compound with a wet film thickness of 20 ± 1 mil. Apply the material during dry weather conditions when the ambient temperature is a minimum of 45 °F and the surface temperature is a minimum of 50 °F. Adjust operations as required for the prevailing ambient and surface conditions to achieve a no-track drying time of 30 minutes or less.

Immediately after, or in conjunction with, the compound application, uniformly apply 12 pounds of large glass beads per gallon of epoxy resin to the compound. After applying the large glass beads, uniformly apply 12 pounds of small glass beads per gallon of epoxy resin to the compound.

Remove all compound that has been tracked or spilled outside of the intended placement areas.

E. Performance. Ensure that the traffic stripes, show no fading, lifting, cracking, chipping for any reason including but not limited to traffic wear, maintenance activities including snow plowing, until Acceptance. Ensure that 60 days after application, traffic stripes have a minimum retroreflectance value of:

375 millicandelas per square meter per lux for white traffic stripe

250 millicandelas per square meter per lux for yellow traffic stripe

F. Defective work. Replace traffic stripes that are determined by the RE before Acceptance to be defective or that are damaged during construction. Remove defective stripes as specified in [610.03.08](#).

Replace an entire 10-foot skip line if the RE determines the stripe to have a deficiency.

If the RE determines, based upon calculated and measured yields, that the striping has a wet film thickness of less than 19 mils, restripe the entire length with 20 mils of new compound.

Provide the RE with an LTL-X Reflectometer that has been certified by the manufacturer as being calibrated within the last two years. The RE will test the retroreflectance of traffic stripes. Replace traffic stripes that do not meet the retroreflectance values indicated in 610.03.01.E. Replace the entire length of striping where improper curing or discoloration has occurred. Discoloration is localized areas or patches of brown or grayish colored compound. Where improper curing or discoloration occurs intermittently in intervals of 100 feet or less throughout the striping length, replace the entire length of striping from the beginning of the first occurrence until the end of the last occurrence, plus 5 feet on each end.

Replace the entire length of striping that has failed to bond to the pavement, or has chipped or cracked. Where more than 25 spots of chipping, cracking, or poor bonding have occurred within 1000 linear feet of striping, replace the entire 1000 foot length of striping as indicated in 610.03.01.E.

- G. Opening to Traffic.** Complete each application of all types of traffic stripes and allow to thoroughly dry before opening to traffic. At a minimum, delineate center lines on undivided roadways and broken lines between lanes before the traveled way is opened. The RE will determine when the traveled way can be opened to traffic.

610.03.02 Thermoplastic Traffic Markings

THE SUBPART HEADING AND THE ENTIRE TEXT IS CHANGED TO:

610.03.02 Traffic Markings

- A. Marking Plan.** At least 20 days before beginning the work, submit to the RE for approval a marking plan that includes:
1. Schedule of operations for applying traffic markings,
 2. Number and type of equipment,
 3. Manufacturer's recommendations for use of the materials, including mixing ratios and application temperatures.
 4. Details on the means and methods for surface preparation
 5. Details on the means and methods for premarking
- B. Surface Preparation.** Immediately before marking the pavement surface, clean the surface of dirt, oil, grease, and foreign material, including curing compound on new concrete. Clean the surface 2 inches beyond the perimeter of the marking to be placed.
- C. Applying Traffic Markings.** Place preformed thermoplastic or hot extruded thermoplastic traffic markings on thoroughly dry surfaces and during dry weather conditions. Apply using equipment and procedures that produce markings of the specified color, width, and thickness with well-defined edges, uniform retroreflectivity, and proper bonding to the pavement. Apply the thermoplastic material as follows:
1. **Preformed Thermoplastic.** Melt the preformed thermoplastic tape to bond the traffic markings permanently in position according to the manufacturer's recommendations.
Meet the minimum initial retroreflectance value, as specified in 610.03.01.D for thermoplastic tape, by applying additional glass beads to the hot-wet material in a uniform pattern as necessary.
 2. **Extruded Thermoplastic.** Uniformly heat the thermoplastic material. When the ambient and surface temperatures are at least 50 °F, apply the melted material at a temperature of between 400 and 425 °F. Extrude the thermoplastic traffic markings on the HMA or concrete pavement ensuring a thickness of 90 ± 1 mils.
Immediately after, or in conjunction with the thermoplastic extrusion, uniformly apply glass beads to the wet material at a minimum rate of 10 pounds per 100 square feet of markings. Apply glass beads by mechanical means only.
- D. Performance.** Ensure that the traffic markings show no fading, lifting, cracking, chipping for any reason including but not limited to traffic wear, maintenance activities including snow plowing, until Acceptance. Ensure that 60 days after application, traffic markings have a minimum retroreflectance value of:
- 375 millicandelas per square meter per lux for white traffic markings
250 millicandelas per square meter per lux for yellow traffic markings
- E. Defective work.** Replace thermoplastic traffic markings that are determined by the RE before Acceptance to be defective or that are damaged during construction. Remove defective markings as specified in 610.03.08.
Replace the entire area of thermoplastic traffic markings determined to be less than the required thickness, to have incorrect color or width, to have failed to bond to the pavement, or to have chipped or cracked. The minimum replacement area is an individual word or symbol, or for longitudinal lines the entire length from where the deficiency first occurs to where it no longer exists.

The RE will determine initial retroreflectance as follows:

Provide the RE with an LTL-X Reflectometer that has been certified by the manufacturer as being calibrated within the last two years. The RE will test the retroreflectance of traffic markings. Replace traffic markings that do not meet the retroreflectance values indicated in 610.03.02.D.

- F. Opening to Traffic.** Complete each application of thermoplastic traffic markings and allow to thoroughly dry before opening to traffic. The RE will determine when the traveled way can be opened to traffic.

610.03.04 Removal of RPMs

THE ENTIRE TEXT IS CHANGED TO:

Remove RPMs as directed by the RE. Dispose of RPMs as specified in 201.03.09. If directed by the RE, fill the hole with HMA patch as specified in 159.03.07 except sawcutting is not required.

610.03.06 Ground Mounted Flexible Delineators

THE FIRST PARAGRAPH IS CHANGED TO:

Use white retroreflective sheeting for delineators located on the right side when facing in the direction of traffic. Use yellow retroreflective sheeting for delineators located on the left side when facing in the direction of traffic.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.03 Construction.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The CONTRACTOR shall take care to maintain the existing condition of the various valve boxes to be reset. Any damage to the existing valve boxes by the CONTRACTOR shall be replaced with an equivalent to the existing and to the satisfaction of the ENGINEER at no additional cost to the OWNER.

651.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate payment will be made for resetting water valves or cleanouts.

SECTION 652 – SANITARY SEWERS

652.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate payment will be made for resetting manholes or cleanouts.

SECTION 653 – GAS

653.02 Materials.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The CONTRACTOR shall reset the existing gas valve boxes. Any damage to the existing valve boxes by the CONTRACTOR shall be replaced with an equivalent to the existing and to the satisfaction of the ENGINEER at no additional cost to the OWNER.

653.03 Construction.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The CONTRACTOR shall take care to maintain the existing condition of the various valve boxes specified to be reset. Any damage to the existing valve by the CONTRACTOR shall be replaced with an equivalent to the existing and to the satisfaction of the ENGINEER at no additional cost to the OWNER.

653.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate payment will be made for resetting gas valves.

DIVISION 900 – MATERIALS

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.03.01 Epoxy Traffic Stripes

B. Glass Beads.

The following is added to this section:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.03.02 Thermoplastic Traffic Markings

The following is added to this section:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.04.01 Latex Paint

The following is added to this section:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

