# SPECIFICATIONS

# FOR

# 2016 ROAD IMPROVEMENT PROJECT

# COUNTY OF UNION, NEW JERSEY

BA#32-2016; UNION COUNTY ENGINEERING PROJECT #2016-017

#### **JUNE 2016**

#### UNION COUNTY OFFICIALS BOARD OF CHOSEN FREEHOLDERS

Bruce H. Bergen, Chairman Sergio Granados, Vice Chairman Linda Carter, Freeholder Angel G. Estrada, Freeholder Christopher Hudak, Freeholder Mohamed S. Jalloh, Freeholder Bette Jane Kowalski, Freeholder Alexander Mirabella, Freeholder Vernell Wright, Freeholder

#### **CLERK OF THE BOARD** James E. Pellettiere, RMC

James E. Penethere, RMC

## COUNTY MANAGER

Alfred J. Faella

#### 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:

County of Union Division of Engineering

#### COUNTY OF UNION NOTICE TO BIDDERS

Sealed bids will be received by the director of the Division of Purchasing, or his designee, at the County of Union, New Jersey on June 28, 2016 at 10:30 a.m., prevailing time, in the 3<sup>rd</sup> Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

#### 2016 ROAD IMPROVEMENT PROJECT COUNTY OF UNION, NEW JERSEY BA#32-2016; UNION COUNTY ENGINEERING PROJECT #2016-017

Bid Packages may be obtained at no charge by registering and downloading at <u>http://ucnj.org/bid-specs</u>. 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.

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.S.A.C. 17:27.

LAURA M. SCUTARI, R.P.P.S., MPA, DIRECTOR OF PURCHASING

# UNION COUNTY BOARD OF CHOSEN FREEHOLDERS We're Connected to You!

NB-1

#### 2016 ROAD IMPROVEMENT PROJECT COUNTY OF UNION, NEW JERSEY BA#32-2016; Union County Engineering Project #2016-017

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Section 56: STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

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#### **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 Contractor Responsibility Certification Affidavit of General Contractor & Subcontractor OSHA Compliance 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

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#### <u>APPENDIX</u>

#### 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, 6<sup>th</sup> Floor 10 Elizabethtown Plaza Elizabeth, New Jersey 07207

#### ADDRESS BIDS AND SUBMIT TO:

Union County Division of Purchasing UC Administration Building, 3<sup>rd</sup> Floor 10 Elizabethtown Plaza Elizabeth, NJ 07207 Attn: Laura M. Scutari, R.P.P.S., MPA, Director, Division of Purchasing Telephone: 908-527-4130 Facsimile: 908-558-2548

#### TITLE OF PROJECT: 2016 ROAD IMPROVEMENT PROJECT COUNTY OF UNION, NEW JERSEY BA#32-2016; UC ENGINEERING PROJECT #2016-017

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: County of Union, Division of Engineering Thomas O. Mineo, P.E., County Engineer

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

#### **GENERAL SPECIFICATIONS**

#### 1. BID FORM

G-1 Rev: 01/13/16 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.

<u>Bids will be accepted only on the Bid Form supplied. Bids on forms other than</u> 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. (See AIA Owner/Contractor Agreement & General Conditions attached.)

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.

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

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 Contactor'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 <u>or</u> 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 Michael M. Yuska, QPA, 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, Michael M. Yuska, QPA, 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 <u>prior</u> 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. 34:11-56a.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 NJSA 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 NJSA 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 NJSA 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 NJSA 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 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 NJSA 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 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

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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**

Contracts will be let on the attached Form of Agreement Between County ("Owner") and Contractor (AIA 101), and General Conditions (AIA 201), as supplemented.

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 NJSA 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. I7:27-7.2; 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. I7:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

If the contractor or subcontractor has a referral agreement or arrangement with (A) 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:

(I) 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 nondiscrimination 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 contactor 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 <u>Subchapter IO of the Administrative Code (NJAC 17:27)</u>.

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# 45. INVESTMENT ACTIVITIES IN IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 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 - (NJSA 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 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 allunderground 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. RESOLUTION NO. 2014-0408 ADOPTED ON MAY 8, 2014 BY THE UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolution No. 2014-0408 adopted on May 8, 2014 by the Union County Board of Chosen Freeholders.

#### UNION COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION NO. 2014-0408 DATED: 05/08/2014

WHEREAS, the County of Union recognizes there is a need to ensure that all work on significant public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner; and

WHEREAS, in order to effectuate the purpose of selecting responsible contractors for significant public contracts and to protect Union County's capital investments in such contracts prospective contractors and subcontractors should be required to meet pre-established, clearly-defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning qualifications, competency, expertise, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, legal compliance and business integrity; and

**WHEREAS**, the County has a compelling interest in assuring that its Public Works Projects meet the highest standard of safety and quality; and

WHEREAS, due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal apprenticeship training programs for the purpose of both promoting successful project delivery and ensuring future workforce development; and

WHEREAS, an apprenticeship program is a structured system of training designed to prepare individuals for occupations and life long careers in skilled trades and crafts by providing a wage-paying job that incorporates extensive workplace and classroom training under the supervision of experienced workers, in preparation for highly skilled occupations; and

**WHEREAS**, apprenticeship programs are a critical component in public safety, by ensuring that workers on public projects are properly trained, able, competent and capable craftsmen, and provide assurance of compliance with the County's bid specifications and achieve high quality standards; and

**WHEREAS,** for an apprenticeship program to be fully effective, the public and private sectors must recognize its value and commit to supporting its mission; and

WHEREAS, Union County has long recognized the value of apprenticeship programs through its support of the Union County Vocational-Technical Schools, which offer training programs to help ensure that Union County will continue to produce a skilled

and educated work force in the trade specialties, and thus, strengthen Union County's economy by fostering the development of highly paid trade and craft careers; and

WHEREAS, the use of apprenticeship programs or apprenticeship trained employees on Union County Public Works Projects will serve the dual goal of providing the County with assurance that its public works projects are completed with a well-trained workforce, in a highly skilled and timely fashion, while creating opportunities for careers in the skilled trades and craft industry for County residents.

**WHEREAS**, the County of Union also recognizes that it is beneficial to their employees to utilize fair business, employment, and training practices that have a positive impact on local communities affected by such contracts.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Union as follows:

1. The County of Union shall require compliance with the provisions of this Resolution by business entities seeking to provide services to the County of Union as specified herein. The requirements of this Resolution are intended to supplement, not replace, existing contractor qualifications and performance standards or criteria currently required by law, public policy or contracting documents, including but not limited to Union County's DPMC classification and Project Labor Agreement policies

2. All contractors and subcontractors that perform significant work on any public facility or public works project, including construction, alteration, renovation, repair, service, or maintenance work, shall meet the requirements of this Resolution. For purposes of this Resolution, the term "significant work" shall be defined as any work or activity covered under the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

3. All firms engaged in contracts covered by this Resolution shall be qualified responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of legal compliance, integrity and business ethics. Compliance with these standards shall be established by compliance with the requirements set forth in paragraph 8 of this Resolution.

4. As a condition of performing work on public works contracts over the public works threshold, the general contractor shall provide certification that he and each subcontractor working on the project shall have at least one (1) employee who has successfully completed the OSHA 10-hour construction safety and health course. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, the general contractor shall provide certification that each subcontractor working on the project shall

have at least one (1) employee who has successfully completed the OSHA 30hour construction safety and health course.

5. All contractors and subcontractors that perform significant work on any public facility or public works project shall be required to affirmatively provide evidence of and confirm compliance with proof of participation in an Apprenticeship Program currently registered and approved by the United States Department of Labor ("USDOL"), the New Jersey Department of Labor ("NJDOL") or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs. Additionally, Apprenticeship Programs shall meet the criteria set forth in Section 8(i) of this Resolution.

6. As a condition of performing work on public works contracts subject to this Resolution, a general contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for contract.

7. The Contractor Responsibility Certification shall be completed on a form provided by the Union County Purchasing Department and shall reference the project for which a bid is being submitted by name and contract or project number.

8. In the Contractor Responsibility Certification, general contractors and subcontractors shall certify the following facts regarding their past performance and work history and its current qualifications and performance capabilities:

a. The firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.

b. The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The firm has not defaulted on any project in the past three (3) years.

e. The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.

f. The firm has not been cited and found guilty for a willful violation of federal or state safety laws in the past three (3) years.

g. The firm and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.

h. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. The firm participates in an Apprenticeship Program that is currently registered with the USDOL, the NJDOL or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs, for each craft or trade in which it apprentices. The firm shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this Certification. The firm shall continue to participate in applicable apprenticeship programs for the full duration of the contract work. The apprenticeship program in which the firm participates shall have graduated at least one (1) enrollee in each of the past three (3) years.

9. The County of Union may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of legal compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the County of Union may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

10. If any provision of this Resolution shall be held to be invalid or unenforceable by a court of competent jurisdiction, any such holding shall not invalidate any other provisions of this Resolution and all remaining provisions shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Union that it hereby establishes and adopts the Responsible Contractor Policy, and it hereby authorizes the County Manager to sign any and all documents necessary to make said Policy effective immediately.

# 52. 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 <u>http://www.state.nj.us/treasury/revenue/busregcert.htm</u>. 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 <u>not</u> 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 <u>registered</u> 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;
- 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;
- 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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G-33 Rev: 01/13/16

### 53. 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.

### 54. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

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

### 55. 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 NJSA 19A:44A-1 et. seq. are NOT REQUIRED to be provided with the bids.

## 56. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to NJSA 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.

## 57. 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," (NJSA 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).

#### ALFRED J. FAELLA COUNTY MANAGER

#### LAURA M. SCUTARI, DIRECTOR DIVISION OF PURCHASING

#### BID DOCUMENT SUBMISSION CHECKLIST

ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED BID SHEETS SHOULD NOT BE SUBMITED 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 **<u>BOTH</u>** 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 <u>must show</u> 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 <u>must show</u> that the subcontractor was registered at the time of the receipt of bids or the bid will be rejected.

- \_\_\_\_\_ 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 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
- \_\_\_\_\_ Contractor Responsibility Certification
- \_\_\_\_\_ Affidavit of General Contractor and Subcontractor OSHA Compliance
- \_\_\_\_\_ 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 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 THE COUNTY ENGINEER/DIVISION OF ENGINEERING AT 908-789-3675

#### **BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

- ADDENDA, if issued
- CLARIFICATIONS, if issued
- INSTRUCTION TO BIDDERS
- BID FORM
- OWNER-CONTRACTOR AGREEMENT (AIA 101) AND GENERAL CONDITIONS (AIA 201)
- SPECIFCATIONS: 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

#### 2016 ROAD IMPROVEMENT PROJECT COUNTY OF UNION, NEW JERSEY BA #32-2016; Union County Engineering Project #2016-017

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 COST	CONTRACT COST
1	PORTABLE VARIABLE MESSAGE SIGNS	UNIT	4		
2	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2		
3	TRAFFIC DIRECTOR, FLAGGER	HOUR	500		
4	TRAFFIC CONTROL MEASURES	LUMP SUM	LUMP SUM		
5	FLOODLIGHTS FOR NIGHTTIME OPERATIONS	UNIT	4		
6	TRAFFIC DIRECTORS, UNIFORM POLICE	ALLOWANCE	1	\$30,000.00	\$30,000.00
7	ASPHALT PRICE ADJUSTMENT	ALLOWANCE	1	\$2,000.00	\$2,000.00
8	FUEL PRICE ADJUSTMENT	ALLOWANCE	1	\$6,000.00	\$6,000.00
9	EXCAVATION, UNCLASSIFIED	C.Y.	400		
10	DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS (IF & WHERE DIRECTED)	TON	360		
11	HMA MILLING, 3" OR LESS	S.Y.	56,785		
12	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE	TON	6,400		
13	HOT MIX ASPHALT 9.5 M 64 LEVELING COURSE	TON	640		
14	HOT MIX ASPHALT 19 M 64 BASE COURSE	TON	50		
15	HOT MIX ASPHALT PAVEMENT REPAIR (EXCAVATION, 4"DGA, 6' BASE COURSE - IF & WHERE DIRECTED)	S.Y.	200		
16	MEMBRANE WATERPROOFING	S.Y.	55		
17	RESET EXISTING CASTING (IF & WHERE DIRECTED)	UNIT	4		
18	STAINLESS STEEL STORM DRAIN MARKER with STAINLESS STEEL GRATE FASTENER	UNIT	27		
19	10" X 20" CONCRETE VERTICAL CURB	L.F.	474		
20	TRAFFIC STRIPES, THERMOPLASTIC, 4"	L.F.	71,600		
21	TRAFFIC STRIPES, THERMOPLASTIC, 24"	L.F.	60		

22	RPM, BI-DIRECTIONAL, AMBER LENS	UNIT	430	
23	ASPHALT SIDEWALK, 2" THICK	S.Y.	110	
24	ASPHALT DRIVEWAY APRON, 3" THICK	S.Y.	24	
25	TOPSOILING , 4 INCHES THICK	S.Y.	80	
26	FERTILIZING AND SEEDING, TYPE A-3	S.Y.	80	

#### TOTAL BASE BID ITEMS:

Written

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

**ONE HUNDRED FIFTY THOUSAND DOLLARS** Written

#### TOTAL BASE BID ITEMS PLUS BID CONTINGENCY AMOUNT:

Written

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.

<u>\$150,000.00</u> Figures

Figures

Figures

#### 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 SIGNATURE PAGE

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

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

#### NAME OF BIDDER

ADDRESS OF BIDDER

ORIGINAL SIGNATURE

ORIGINAL SIGNATURE CORPORATE SECRETARY

PRINT NAME AND TITLE CORPORATE SECRETARY TEL: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail:

BY:

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.

#### **BIDDER DISCLOSURE STATEMENT**

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection. *CHECK ONE* 

I certify that the list below contains the names and home addresses of all stockholders holding
10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

#### LEGAL NAME OF BIDDER:

Check the box that represents the type of business organization:

□Partnership □Limited Partnership □Subchapter S Corporation	☐Corporation ☐Limited Liability Company		ole Propriete mited Liabil	orship ity Partnership		
Complete if the bidder/respondent is one of the 3 types of corporations:						
Date Incorporated:	Where Incorporate	e:				
BUSINESS ADDRESS:						
Street Address	City	у	State	Zip Code		
Telephone #			Fax #			

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of business entities, including, but not limited to, corporations, limited partnerships, limited liability companies, limited liability partnerships, Subchapter S corporations, partnerships and sole proprietorships.

Bidders are required to disclose whether they are a partnership, corporation, limited liability company or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

#### **BIDDER DISCLOSURE STATEMENT** – (Continued)

**N.J.S.A. 52:25-24.2**, also referred to as **P.L. 1977, Ch. 33**, requires all corporate, limited liability and partnership bidders for state, county, municipal or school district contracts to submit a list of names and addresses of all stockholders owning 10% or more of their stock or 10% or more of the stock of the corporate stockholders or in the case of partnership or limited liability company, the names and addresses of those partners or owners owning 10% or greater interest in the partnership or limited liability company. Furthermore, the Union County Board of Chosen Freeholders requires a statement from all Bidders, which must indicate all Principals of Bidders.

You must set forth the name, home address, title and percentage of ownership of every person who is an owner of the bidder. You must also set forth the business form of the bidder.

II. Principals:



If one or more of the owners of the Bidder is itself a corporation, limited liability company or partnership, then for that corporation, limited liability company or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation, limited liability company or partnership.

	NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.				
2.				
3.				
4.				

Bidder's Name

# SUBCONTRACTOR IDENTIFICATION STATEMENT

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:	
Telephone:	Subcontract Amount: \$
License No	_
Company Name:	
Telephone:	Subcontract Amount: \$
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)

#### 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

#### 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** <u>not</u> 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 <u>registered</u> 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**

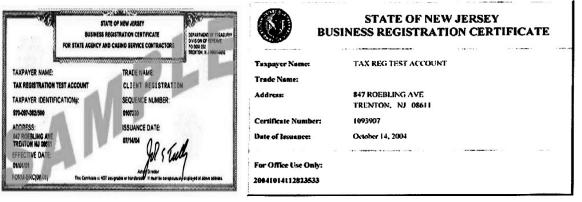
Mandatory Requirement

**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



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 <u>does not submit the initial project manning report</u> (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 <u>WILL</u> declare the contractor <u>non-responsive and award the</u> <u>contract to the next lowest responsible bidder</u>.

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

#### **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		NAME OF BIDDER
Date		
		ADDRESS
	B	y: ORIGINAL SIGNATURE ONLY
		PRINT NAME AND TITLE

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

### CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

proposal with full authority to do so; and that said Contractor, pursuant to <u>N.J.S.A.</u> 40A:11-20, certifies that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and Advertisements under this Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, then the Bidder shall attach to this Certificate information identifying the source from which the equipment will be obtained, and such information shall be accompanied by a certificate from the owner or person in control of the equipment definitively granting to the Bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract.

(Also type or print name of affiant under signature)

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

	USION AFFIDAVIT 5.A. 52:34-15)
(N.J.S STATE OF) SS:) COUNTY OF)	.A. 52.54-15)
I, of the City of and the State of, of full age depose and say that: I am bidder making the proposal for the above named above named project, and that I executed the said has not, directly or indirectly, entered into any agr taken any action in restraint of free, competitive bi that all statements contained in said proposal and knowledge that the COUNTY OF UNION, NEW JI in said proposal and in the statements contained i project.	, in the County of, e, being duly sworn according to law, on my oath of the firm of, the project, and that I executed the said proposal for the d proposal with full authority to do so; that said bidder eement, participation in any collusion, or otherwise idding in connection with the above named project; and a in this Affidavit are true and correct, and made with full ERSEY relies upon the truth of the statements contained in the affidavit in awarding the contract for the said has been employed or retained to solicit or secure such a commission, percentage, brokerage or contingent fee, ned commercial or selling agencies maintained by
	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 \_\_\_\_\_, 200\_\_\_\_.

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.

#### **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. 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, 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 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.S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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

Bidder's Name

### CONTRACTOR RESPONSIBILITY CERTIFICATION

STATE OF NEW JERSEY /		)	
	Specify, if Other	) SS:	
COUNTY OF	)		
I,		, of the (City	, Town, Borough, etc.) of
	State of		_, of full age, being
duly sworn according to law on	my oath depose and sa	y that:	
I am	of the firm of		,
the Bidder making the proposa	I for the following Projec	t ("Contractor'):	

and that I executed said proposal with full authority to do so;

With respect to past performance, work history, current qualifications and performance capabilities, I certify the following with respect to the Bidder/General Contractor and all of the subcontractors on this Project, I certify the following:

a. The firms have all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These include, but are not limited to, licenses, registrations or certificates for any type of trade work or specialty work to be self-performed by Bidder and/or subcontractors.

b. The firms meet the bonding requirements for the contract, as required by applicable law or the specifications and any insurance requirements, as required by applicable law or the specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The firms have not been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The firms have not defaulted on any project in the past three (3) years.

e. The firms have not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.

f. The firms have not been cited and found quilty for a willful violation of federal or state safety laws in the past three (3) years.

The firms and/or its owners have not been convicted of any crime relating g. to the contracting business by a final decision of a court or government agency in the past three (3) years.

The firms will pay all craft employees that it employs on the project the h. current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

The firms participates in an Apprenticeship Program that is currently i. registered with the USDOL, the NJDOL or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs, for each craft or trade in which it apprentices. The apprenticeship program in which the firm participates shall have graduated at least one (1) enrollee in each of the past three (3) years.

#### \*\*\* Proof of meeting this qualification standard shall be attached to this form. Bidder shall provide proof of meeting this qualification for those subcontractors required to be identified either pursuant to law or the requirements of the specifications.

The firms shall continue to participate in the applicable apprenticeship programs for the full duration of the contract work.

Name of Bidder/General Contractor

By:\_\_\_\_\_\_ (Signature of Authorized Representative)

Subscribed and sworn to before me

this \_\_\_\_\_\_, 20\_\_\_.

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission expires\_\_\_\_\_, 20 .

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

Bidder's Name

<b>AFFIDAVIT OF GENERAL</b>	CONTRACTOR &	SUBCONTRACTOR

# **OSHA COMPLIANCE** STATE OF NEW JERSEY / \_\_\_\_\_ Specify, if Other ) SS: COUNTY OF \_\_\_\_\_ In accordance with Union County Resolution 2014-0408 I, \_\_\_\_\_ \_\_\_\_\_, of the (City, Town, Borough, etc.) of \_\_\_\_\_ \_\_\_\_\_ State of \_\_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that: I am of the firm of 1) \_\_\_\_\_, the Bidder and General Contractor making the Proposal for the above named Project. 2) I have executed the said Proposal with full authority to do so. 3) Said Bidder/General Contractor and each subcontractor working on the Project have at

least one (1) employee who has successfully completed the OSHA 10-hour construction safety and health course.

If this Project is in excess of \$500,000.00, the Bidder/General Contractor and each 4) subcontractor working on the Project has at least one (1) employee who has successfully completed the OSHA 30-hour construction safety and health course.

Name of Bidder/General Contractor

By: (Signature of Authorized Representative)

### **AFFIDAVIT OF GENERAL CONTRACTOR & SUBCONTRACTOR**

#### **OSHA COMPLIANCE – (Continued)**

Subscribed and sworn to before me

this \_\_\_\_\_\_, 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.

### STATEMENT OF BIDDER'S QUALIFICATIONS

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

Bidder's Name
Have you ever defaulted on a Contract? If so, complete details, including where and why?
Have you ever failed to complete any work awarded to you?
General character of work performed by you
appropriate dates of completion)
Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the
How many years of experience in construction work has your organization had (a) as a genera contractor? And/or (b) As a subcontractor?
Number of years your organization has been engaged in construction or contracting business u present firm or trade name?
(If a Corporation, where incorporated)
(when organized)
(When Organized)
(Permanent Main Office Address)
(Name of Bidder)

#### STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)

11.	handled in its ow project, and reas	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 e	quipment available f	or this Contract.				
13.	Experience in the	e construction work s	similar in importance to th	is Project.			
14. 15.	Classification with	hin last five (5) years	hanges from the trades a s? If s incipal members of your	o, list prior classifica	tion.		
	ndividual's Name	Present	Yrs. of	Magnitude &	In What		
		Position	Construction	Type of Work	Capacity		
		or Office	Experience				

16.	Bank Reference.	(Name	Address	Phone Re	presentative	)
10.	Barne reoronomoo.	(i tunio,	, iaa 000,	1 110110, 133	procontativo	/

- 17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? \_\_\_\_\_\_
- 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.
- 17. 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.

#### 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.

#### 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 \_\_\_\_\_\_, 20\_\_\_.

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

My Commission Expires\_\_\_\_\_, 20\_\_\_.

#### AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY / Specify,	)
COUNTY OF	if Other ) SS: )
I,State of to law on my oath depose and say that:	, of the (City, Town, Borough, etc.) of , of full age, being duly sworn according
authority to do so. Said Bidder is not at the time	of the firm of, amed Project. I have executed the said Proposal with full e of the making this bid included on the New Jersey State f Debarred, Suspended or Disqualified Bidders as a result
	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.

Bidder's	Name
----------	------

#### PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

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

 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.

#### 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

CONTRACT:

#### 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

# 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.

## 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 SOUCE (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 FRM ENTITY FOR VERIFICATION	

## TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$\_\_\_\_

Sworn and Subscribed to Before me

**BIDDER:** 

This \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_

(Signature)

Notary Public

(Print Name)

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

## **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 <u>prior</u> 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.

## **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.

## 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 **thirty (30) calendar days** from the date of the notice to proceed.

Ι,	of	
NAME (Print or type)	COMPANY	
Agree to complete work in the time f	rame specified	SIGNATURE
SITE VISIT – GENERAL CONTRAC	TOR	
I, NAME (Print or type)	of COMPANY	
Visited the site of the work on		SIGNATURE

## COUNTY OF UNION NEW JERSEY **Division of Purchasing**

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: Bidder/Offeror:

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject 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 person or entity.

#### I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

s not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

s not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name	Relationship to Bidder/Offeror	
Description of Activities		
Duration of Engagement	Anticipated Cessation Date	

## **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – (Continued)**

Bidder/Offeror Contact Name\_\_\_\_ Contact Phone Number\_\_\_\_\_

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Signature

Title Date

## 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 (AASHO), 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:

$\mathbf{W} = $ Wage Rate per Hour	$\mathbf{B} = Fringe Benefit Rate per Hour*$	$\mathbf{T}$ = Total Rate per Hour
in age nave per mou		1 10tui 1tute per 110tui

\* 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 <u>wage</u> rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice <u>benefit</u> 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 <u>not</u> subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

#### **County - UNION**

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

#### PREVAILING WAGE RATE

	03/14/16	
Journeyman (Mechanic)	W37.18	
	B21.68	
	T58.86	

Expiration Date: 02/28/2017

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

#### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
As Shown	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage
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:

Craft: Air Condition	ing & Refrig	eration - Serv	r	CO	MMENTS/NOTES	
Wage and Benefit	40%	50%	60%	70%	80%	Bene. =% of Jnymn Wage
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage =% of Jnymn Wage
INTERVAL		PERIOD A	AND RATES			

## 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.

#### **County - UNION**

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/16
Foreman	W47.00
	B41.02
	T88.02
General Foreman	W49.00
	B42.00
	T91.00
Journeyman	W42.00
	B39.42
	T81.42
1	

Expiration Date: 12/31/2016

#### Craft: Boilermaker APPRENTICE RATE SCHEDULE

#### **INTERVAL** PERIOD AND RATES 1000 Hours 95% 65% 70% 75% 80% 85% 90% 33.33 34.20 35.08 35.94 36.82 37.69 38.55 Benefit =

#### 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, hoilday 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

#### **County - UNION**

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.

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.

#### **County - UNION**

Craft: Boilermaker - Minor Repairs

#### PREVAILING WAGE RATE

	02/26/16
Foreman	W31.54
	B16.17
	T47.71
General Foreman	W32.04
	B16.17
	T48.21
Mechanic	W30.04
	B16.17
	T46.21

Expiration Date: 12/31/2016

#### 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.

#### **County - UNION**

Craft: Bricklayer, Stone Mason

#### PREVAILING WAGE RATE

	05/01/16
Deputy Foreman	W42.25
	B30.68
	T72.93
Foreman	W45.25
	B30.68
	T75.93
Journeyman	W39.25
	B30.68
	T69.93

Expiration Date: 10/31/2016

#### Craft: Bricklayer, Stone Mason

#### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.72	4.65	5.12	5.58	20.28	21.62	22.97	24.31		

**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. Any additional overtime shall be paid at double 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.

**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.

#### **County - UNION**

#### Craft: Carpenter

PREVAILING WAGE RATE

	05/06/16
Foreman	W52.83
	B30.11
	T82.94
Journeyman	W45.94
	B26.19
	T72.13

Expiration Date: 10/31/2016

#### Craft: Carpenter APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

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

## **County - UNION**

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

#### **County - UNION**

#### Craft: Carpenter - Resilient Flooring

#### PREVAILING WAGE RATE

	05/06/16
Foreman	W52.83
	B30.11
	T82.94
Journeyman	W45.94
	B26.19
	T72.13

Expiration Date: 10/31/2016

#### Craft: Carpenter - Resilient Flooring

#### **APPRENTICE RATE SCHEDULE**

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

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

\* 1 apprentice shall be allowed to every 2 journeymen or major fraction therof. 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.

## **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.

#### **County - UNION**

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Expiration Date:

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\*\*\*

#### **County - UNION**

#### Craft: Diver PRI

PREVAILING WAGE RATE

	11/06/15
Diver	W55.34
	B43.07
	T98.41
Tender	W43.38
	B43.07
	T86.45

Expiration Date: 04/30/2016

#### Craft: Diver COMMENTS/NOTES

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

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

AIR DIVES:	MIXED GAS DIVES:
0-59 feet: No additional wage	0-74 feet: No additional wage
60-74 feet: + \$0.25 per foot	75-125 feet: + \$1.00 per foot
5-125 feet: + \$0.78 per foot	126-200 feet: + \$2.00 per foot
126-200 feet: + \$1.60 per foot	

PENETRATION DIVES: 126-200 feet: + \$1.50 per foot 201-275 feet: + \$1.75 per foot 276-350 feet: + \$2.00 per foot 351-425 feet: + \$2.50 per foot

#### 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.

#### **County - UNION**

Craft: Dockbuilder

PREVAILING WAGE RATE

	11/06/15
Foreman	W50.14
	B43.07
	T93.21
Foreman	W50.14
(Concrete Form Work)	B35.23
	T85.37
Journeyman	W43.60
	B43.07
	T86.67
Journeyman	W43.60
(Concrete Form Work)	B35.23
	T78.83

Expiration Date: 04/30/2016

#### Craft: Dockbuilder APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	17.44	21.80	28.34	34.88						
Benefit	29.28	for all	intervals		Concrete	Form Work	Only -Ben.	= 24.03	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

#### 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.

#### 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

#### **County - UNION**

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.

#### **County - UNION**

#### Craft: Drywall Finisher

#### PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W42.55	W44.30
	B23.10	B22.60
	T65.65	T66.90
General Foreman	W44.45	W46.20
	B23.10	B22.60
	T67.55	T68.80
Journeyman	W38.75	W40.50
	B23.10	B22.60
	T61.85	T63.10

Expiration Date: 04/30/2018

#### Craft: Drywall Finisher

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	9.85	Intervals	4 to 6 =	12.28	Intervals	7 to 9 =	14.95	

**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.

#### **County - UNION**

#### Craft: Electrician

#### PREVAILING WAGE RATE

	05/30/16	05/29/17	05/28/18
Cable Splicer	W58.71	W60.08	W61.52
	B33.74	B34.53	B35.35
	T92.45	T94.61	T96.87
Foreman	W59.77	W61.17	W62.64
	B34.34	B35.15	B35.98
	T94.11	T96.32	T98.62
Journeyman	W53.37	W54.62	W55.93
	B30.67	B31.39	B32.13
	T84.04	T86.01	T88.06
1		1	

Expiration Date: 05/31/2019

#### 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.

**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.

#### **County - UNION**

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

#### PREVAILING WAGE RATE

	11/06/15
Master	W51.01
Technician/General	B29.16
Foreman	T80.17
Senior Technician/Lead	W46.70
Foreman	B26.69
(21-30 Workers on Job)	T73.39
Technician A/Foreman	W44.73
(11-20 Workers on Job)	B25.57
	T70.30
Technician B/Working	W42.77
Foreman	B24.45
(4-10 Workers on Job)	T67.22
Technician C/Journeyman	W39.24
(1-3 Workers on Job)	B22.43
	T61.67

Expiration Date: 10/30/2016

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

#### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	19.66	20.97	23.15	25.77	28.83	31.45	34.51	37.56		
Benefits	8.15	8.70	9.60	10.69	11.96	13.04	14.31	15.57		

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	17.47	18.78	20.97	23.59	26.64	29.27	32.32	35.38	
Benefits	7.25	7.79	8.70	9.78	11.05	12.14	13.40	14.67	

#### 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:

#### **County - UNION**

- 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.

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

## **County - UNION**

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)

**COMMENTS/NOTES** 

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

#### **County - UNION**

#### Craft: Electrician- Outside Commercial

#### PREVAILING WAGE RATE

	05/30/16	05/29/17	05/28/18
Cable Splicer	W58.99	W60.37	W61.82
	B33.46	B34.24	B35.06
	T92.45	T94.61	T96.88
Certified Welder	W56.31	W57.62	W59.01
	B31.94	B32.68	B33.47
	T88.25	T90.30	T92.48
Equipment Operator	W53.63	W54.88	W56.20
	B30.42	B31.13	B31.88
	T84.05	T86.01	T88.08
Foreman (1-10	W60.07	W61.47	W62.94
Journeyman workers on	B34.07	B34.86	B35.70
job)	T94.14	T96.33	T98.64
Foreman (11-20	W61.67	W63.11	W64.63
Journeyman workers on	B34.98	B35.79	B36.66
job)	T96.65	T98.90	T101.29
General Foreman (21-30	W63.28	W64.76	W66.32
Journeyman workers on	B35.89	B36.73	B37.61
job)	T99.17	T101.49	T103.93
General Foreman (31-60	W68.65	W70.25	W71.94
Journeyman workers on	B38.94	B39.84	B40.80
job)	T107.59	T110.09	T112.74
General Foreman (61+	W69.72	W71.34	W73.06
Journeyman workers on	B39.54	B40.46	B41.44
job)	T109.26	T111.80	T114.50
Groundman	W32.18	W32.93	W33.72
	B18.26	B18.68	B19.13
	T50.44	T51.61	T52.85
Journeyman	W53.63	W54.88	W56.20
Lineman/Technician	B30.42	B31.13	B31.88
	T84.05	T86.01	T88.08
Sub-Foreman	W60.07	W61.47	W62.94
	B34.07	B34.86	B35.70
	T94.14	T96.33	T98.64

Expiration Date: 05/31/2019

#### **County - UNION**

#### Craft: Electrician- Outside Commercial

#### APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	PERIOD AND RATES									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	56.4% 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.

#### **County - UNION**

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

## Craft: Electrician-Utility Work (North)

## APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% 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.

#### **County - UNION**

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

## Craft: Electrician-Utility Work (South)

## APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	26.72	28.95	31.18	33.41	35.63	37.86	40.09			
Benefits	23.08	24.40	25.72	27.02	28.33	29.64	30.94			

Craft: Electrician-Utility Work (South)

**COMMENTS/NOTES** 

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

#### **County - UNION**

#### Craft: Elevator Constructor

#### PREVAILING WAGE RATE

	03/17/16	03/17/17	03/17/18
Journeyman	W60.96	W62.64	W64.48
	B39.77	B41.56	B43.36
	T100.73	T104.20	T107.84

Expiration Date: 03/16/2019

**Craft: Elevator Constructor** 

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	27.22	33.53	39.62	45.72						
Benefits	31.75	32.88	34.41	35.93						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor COMMENTS/NOTES

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

#### OVERTIME:

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

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. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

#### **County - UNION**

#### Craft: Elevator Modernization & Service

#### PREVAILING WAGE RATE

	03/17/16	03/17/17	03/17/18
Journeyman	W47.91	W49.14	W50.49
	B38.17	B39.91	B41.66
	T86.08	T89.05	T92.15

Expiration Date: 03/16/2019

#### Craft: Elevator Modernization & Service

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	27.22	26.35	31.14	35.93						
Benefits	31.68	31.99	33.37	34.74						

Ratio of Apprentices to Journeymen - 1:1

#### Craft: Elevator Modernization & Service

#### **COMMENTS/NOTES**

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.

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.

#### **County - UNION**

#### Craft: Glazier PREVAILING WAGE RATE

05/01/16
W47.50
B23.26
T70.76
W50.00
B23.50
T73.50
W43.50
B22.78
T66.28

Expiration Date: 04/30/2017

#### Craft: Glazier

#### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES										
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%		
Benefits	Intervals	1 to 3 =	6.51	Intervals	4 to 6 =	9.33	Intervals	7 to 9 =	11.67		

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

#### Craft: Glazier COMMENTS/NOTES

## APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AS OF 5-1-14:

INTERVAL		PERIO	D AND RA	TES				
6 Months	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	8.10	8.10	10.34	10.34	11.51	11.51	14.62	14.62

Hazard/Height Pay: +\$1.00 per hour

#### 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

**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.

### **County - UNION**

Craft: Heat & Frost Insulator

## PREVAILING WAGE RATE

	10/13/15
Foreman	W51.77
	B29.42
	T81.19
General Foreman	W54.32
	B30.53
	T84.85
Journeyman	W50.49
	B28.86
	T79.35

Expiration Date: 09/18/2016

#### Craft: Heat & Frost Insulator

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	23.39	27.74	33.52	39.36						
Benefits	17.46	20.63	22.69	24.56						

**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.

## **County - UNION**

## Craft: Heat & Frost Insulator - Asbestos Worker

## PREVAILING WAGE RATE

	10/13/15
Asbestos Helper	W33.52
Abatement	B22.69
	T56.21
Firestop/Hazmat	W26.93
	B9.25
	T36.18
Foreman	W51.77
	B29.42
	T81.19

Expiration Date: 09/18/2016

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

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
	SEE	HEAT &	FROST	INSULAT						
				OK						

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.

#### **County - UNION**

#### Craft: Ironworker

### PREVAILING WAGE RATE

	01/08/16	07/01/16	07/01/17
Rod /Fence Foreman	W41.74	W0.00	W0.00
	B42.77	B0.00	B0.00
	T84.51	T86.51	T88.51
Rod/Fence Journeyman	W38.74	W0.00	W0.00
	B42.77	B0.00	B0.00
	T81.51	T83.51	T85.51
Structural Foreman	W44.29	W0.00	W0.00
	B42.77	B0.00	B0.00
	T87.06	T88.81	T90.56
Structural Journeyman	W41.29	W0.00	W0.00
	B42.77	B0.00	B0.00
	T84.06	T85.81	T87.56

Expiration Date: 06/30/2018

#### Craft: Ironworker APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
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%.

### **County - UNION**

#### 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 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.

## **County - UNION**

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

### PREVAILING WAGE RATE

	04/07/16
Journeyman (Handler)	W29.87 B22.92
	T52.79

Expiration Date: 11/30/2016

## Craft: Laborer - Asbestos & Hazardous Waste Removal

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	17.92	20.91	23.90	26.88						
Benefits	21.27	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 between 6:00 AM and 6:00 PM.

## 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.

- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.

- 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.

#### **County - UNION**

Craft: Laborer - Building

## PREVAILING WAGE RATE

	05/04/16
Class A Journeyman	W31.30
	B26.57
	T57.87
Class B Journeyman	W30.80
	B26.57
	T57.37
Class C Journeyman	W26.18
	B26.57
	T52.75
Foreman	W35.21
	B26.57
	T61.78
General Foreman	W39.13
	B26.57
	T65.70

Expiration Date: 10/31/2016

Craft: Laborer - Building

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	60%	70%	80%	90%						
Benefit	23.32	23.32	23.32	23.32						

#### 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 - Building COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

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

## SHIFT DIFFERENTIALS:

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

- When a 2-shift schedule is worked, including a day shift, both shifts shall be establised on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.

## **County - UNION**

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established 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.

**County - UNION** 

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

## Craft: Laborer - Heavy & General

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
1000 Hours	60%	70%	80%	90%						
Benefit	18.78	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** 

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

With respect to the APPRENTICE RATE SCHEDULE, the following shall apply:

On 9-1-16- benefits shall be \$18.78. On 3-1-17- benefits shall be \$19.53.

#### **County - UNION**

#### Craft: Millwright

PREVAILING WAGE RATE

	05/01/16
Foreman	W52.96
	B31.31
	T84.27
Journeyman	W46.05
	B27.30
	T73.35

Expiration Date: 10/31/2016

## 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 - 1:4

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

## **County - UNION**

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**County - UNION** 

**Craft: Operating Engineer** 

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

## Craft: Operating Engineer

## APPRENTICE RATE SCHEDULE

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

## Ratio of Apprentices to Journeymen - \*

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

Craft: Operating Engineer

**COMMENTS/NOTES** 

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

**County - UNION** 

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

## 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.

#### **County - UNION**

#### Craft: Painter - Bridges

PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W57.38	W61.13
	B26.92	B25.67
	T84.30	T86.80
General Foreman	W59.38	W63.13
	B26.92	B25.67
	T86.30	T88.80
Journeyman	W52.38	W56.13
	B26.92	B25.67
	T79.30	T81.80

Expiration Date: 01/31/2019

#### Craft: Painter - Bridges

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	40%	50%			60%	70%		80%	90%	
Benefits	Intervals	1 to 2 =	8.88	Intervals	3 to 4 =	10.81	Intervals	5 to 6 =	13.48	

**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.

## **County - UNION**

## Craft: Painter - Line Striping

## PREVAILING WAGE RATE

		1	
	12/01/15	12/01/16	12/01/17
Foreman (Charge Person)	W35.80	W36.80	W38.05
	B16.10	B16.90	B17.74
	T51.90	T53.70	T55.79
Helper (1st Year)	W28.05	W29.05	W30.30
	B16.10	B16.90	B17.74
	T44.15	T45.95	T48.04
Helper (2nd Year)	W29.38	W30.38	W31.63
	B16.10	B16.90	B17.74
	T45.48	T47.28	T49.37
Helper (3rd Year)	W31.53	W32.53	W33.78
	B16.10	B16.90	B17.74
	T47.63	T49.43	T51.52
Journeyman	W35.30	W36.30	W37.55
	B16.10	B16.90	B17.74
	T51.40	T53.20	T55.29

Expiration Date: 11/30/2018

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.

#### **County - UNION**

### Craft: Painter - New Construction

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W42.26	W44.39
	B22.94	B22.35
	T65.20	T66.74
General Foreman	W46.10	W48.43
	B23.40	B22.81
	T69.50	T71.24
Journeyman	W38.42	W40.36
	B22.49	B21.90
	T60.91	T62.26

Expiration Date: 04/30/2018

#### Craft: Painter - New Construction

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

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

Craft: Painter - New Construction COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL	. PERIOD AND RATES								
6 Months	40%	45%	55%	65%	70%	75%	80%	90%	
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00	

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

## **County - UNION**

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.

### **County - UNION**

#### Craft: Painter - Repainting

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W31.59	W34.17
	B18.45	B18.45
	T50.04	T52.62
General Foreman	W34.45	W37.39
	B18.87	B18.45
	T53.32	T55.84
Journeyman	W28.74	W31.16
	B18.87	B18.45
	T47.61	T49.61

Expiration Date: 04/30/2018

#### Craft: Painter - Repainting

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION						
				00							

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

#### Craft: Painter - Repainting 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 tank, or generating stations.

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.

#### OVERTIME:

- Hours in excess of 8 per day and 40 per week 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.

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

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

### **County - UNION**

## Craft: Painter- Containment

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Journeyman	W33.43	W37.68
	B23.92	B22.92
	T57.35	T60.60

Expiration Date: 01/31/2019

#### 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..

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.

## **County - UNION**

## Craft: Painter-Elevated Water Tanks

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W47.17	W50.92
	B24.17	B22.92
	T71.34	T73.84
General Foreman	W49.17	W52.92
	B24.17	B22.92
	T73.34	T75.84
Journeyman	W42.17	W45.92
	B24.17	B22.92
	T66.34	T68.84

Expiration Date: 01/31/2019

#### Craft: Painter-Elevated Water Tanks

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES			
	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.

## **County - UNION**

## Craft: Painter-Structural Steel

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W46.12	W49.87
	B24.51	B23.26
	T70.63	T73.13
General Foreman	W48.12	W51.87
	B24.51	B23.26
	T72.63	T75.13
Journeyman	W41.12	W44.87
	B24.51	B23.26
	T65.63	T68.13

Expiration Date: 01/31/2019

#### Craft: Painter-Structural Steel

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES			
	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.

### **County - UNION**

### Craft: Paperhanger - New Construction

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W43.25	W45.32
	B22.59	B21.44
	T65.84	T66.76
Journeyman	W39.32	W41.20
	B22.59	B22.01
	T61.91	T63.21

Expiration Date: 04/30/2018

### Craft: Paperhanger - New Construction

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

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

Craft: Paperhanger - New Construction

#### COMMENTS/NOTES

## APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON 5-1-14:

INTERVAL		PERIOD AND RATES							
6 Months	40%	45%	55%	65%	70%	75%	80%	90%	
Benefits	8.00	8.00	10.00	10.00	11.00	11.00	14.00	14.00	

#### 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.

### **County - UNION**

## Craft: Paperhanger - Renovation

## PREVAILING WAGE RATE

	05/01/16	05/01/17
Foreman	W32.39	W35.06
	B18.96 T51.35	B18.53 T53.59
Journeyman	W29.45	W31.88
	B18.96	B18.53
	T48.41	T50.41

Expiration Date: 04/30/2018

### Craft: Paperhanger - Renovation

## APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	)D AND RAT	ES				
	SEE	PAPER-	HANGER	NEW	CONSTR	TION		

**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.

### **County - UNION**

### Craft: Pipefitter PREVAILING WAGE RATE

	05/04/16	05/01/17	05/01/18	05/01/19
Foreman	W51.07	W0.00	W0.00	W0.00
	B40.18	B0.00	B0.00	B0.00
	T91.25	T93.35	T95.57	T97.79
Journeyman	W47.32	W0.00	W0.00	W0.00
	B37.25	B0.00	B0.00	B0.00
	T84.57	T86.67	T88.89	T91.11

Expiration Date: 04/30/2020

## Craft: Pipefitter APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	35%	45%	55%	65%	75%					
Benefit	14.46	18.16	21.89	25.48	27.82					

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

## Craft: Pipefitter COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

#### SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.

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

## OVERTIME:

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

- By mutual agreement, employees may work four 10-hour days, Monday to Thursday, at straight time rate. Friday may be used as a make-up day for a day lost to inclement weather, and may be paid at straight time. If Friday is not a make-up day, the first 8 hours shall be paid at time and one-half, inclusive of benefits; hours in excess of 8 shall be paid at double time, inclusive of benefits.

## SHIFT DIFFERENTIAL (Maintenance Work Only):

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour.

- 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.

## 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.

## **County - UNION**

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.

**County - UNION** 

Craft: Plasterer PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Expiration Date:

Craft: Plasterer COMMENTS/NOTES

\*\*\*See BRICKLAYER, STONE MASON Rates\*\*\*

#### **County - UNION**

#### Craft: Plumber

PREVAILING WAGE RATE

	05/04/16
Foreman	W55.52
	B32.99
	T88.51
General Foreman	W59.12
	B32.99
	T92.11
Journeyman	W51.41
	B32.99
	T84.40

Expiration Date: 04/30/2017

## Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	30%	45%	55%	65%	75%							
Benefits	12.77	18.77	20.44	22.13	23.80							

#### 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

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 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

## **County - UNION**

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

## **County - UNION**

## Craft: Roofer PREVAILING WAGE RATE

	06/02/15
Foreman	W36.27 B24.04 T60.31
Journeyman	W35.27 B24.04 T59.31

Expiration Date: 05/31/2016

## Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
6 Months	40%	50%	60%	70%	80%	90%						
Benefits	1.85	1.85	21.25	21.25	21.25	21.25						

#### 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

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.

### **County - UNION**

### Craft: Sheet Metal Sign Installation

## PREVAILING WAGE RATE

	04/01/16	10/31/16
Foreman	W33.79	W33.79
	B30.60	B31.82
	T64.39	T65.61
Journeyman	W32.54	W32.54
	B30.60	B31.82
	T63.14	T64.36
1		

Expiration Date: 03/31/2017

#### 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	9.86	11.25	12.64	14.04	15.80	17.22	18.65	20.08	21.49	22.91			

**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 though 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.

### **County - UNION**

Craft: Sheet Metal Worker

### PREVAILING WAGE RATE

	07/23/15
Foreman	W49.22
	B37.00
	T86.22
General Foreman	W50.22
	B37.00
	T87.22
Journeyman	W45.72
	B37.00
	T82.72

Expiration Date: 05/31/2016

### 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.

#### **County - UNION**

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	01/01/16
Foreman	W61.73
	B24.92
	T86.65
General Foreman	W64.66
	B24.92
	T89.58
Journeyman	W57.73
	B24.92
	T82.65

Expiration Date: 06/30/2016

#### Craft: Sprinkler Fitter

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
1000 Hours	9.50	11.25	28.87	31.75	34.64	37.52	40.41	43.30	46.18	49.07		
Benefits	10.37	10.37	20.67	20.67	20.67	20.67	Intervals	7 to 10	Jourymn	Ben.		

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 7-1-13:

Craft: Sprinkler Fitter COMMENTS/NOTES										
Benefits	10.37	10.37	20.67	20.67	20.67	20.67	Interva	ls 7 to 1	0 receive	Journeyman Ben.
1000 hours	14.43	17.32	23.09	25.98	31.75	34.64	40.41	43.30	49.07	51.96
INTERVAL			PERIO							

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

## FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

#### SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

### OVERTIME:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.

Four 10 hour days may be worked, Monday through Thursday, at striaght-time.

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.

### **County - UNION**

### Craft: Tile Finisher-Marble

#### PREVAILING WAGE RATE

	01/01/16	07/01/16	01/01/17	07/01/17	01/01/18
Finisher	W45.35 B31.19	W45.66 B31.95	W46.01 B32.68	W46.32 B33.44	W46.66 B34.18
	T76.54	T77.61	T78.69	T79.76	T80.84

Expiration Date: 06/30/2018

## Craft: Tile Finisher-Marble APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%				

Ratio of Apprentices to Journeymen - 1:4

#### Craft: Tile Finisher-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.

## **County - UNION**

## Craft: Tile Setter - Ceramic

#### PREVAILING WAGE RATE

	12/07/15	06/06/16	12/05/16
Finisher	W42.42	W0.00	W0.00
	B28.39	B0.00	B0.00
	T70.81	T71.63	T72.45
Setter	W54.93	W0.00	W0.00
	B31.33	B0.00	B0.00
	T86.26	T87.39	T88.52

Expiration Date: 06/01/2017

## Craft: Tile Setter - Ceramic APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

**COMMENTS/NOTES** 

## OVERTIME:

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

## **County - UNION**

## Craft: Tile Setter - Marble

#### PREVAILING WAGE RATE

	01/01/16	07/01/16	01/01/17	07/01/17	01/01/18
Tile Setter	W56.89 B32.21	W57.32 B33.23	W57.74 B34.26	W58.18 B35.27	W58.53 B36.37
	T89.10	T90.55	T92.00	T93.45	T94.90

Expiration Date: 06/30/2018

## Craft: Tile Setter - Marble APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%	

Ratio of Apprentices to Journeymen - 1:4

Craft:	Tile Setter - Marble	COMMENTS/NOTES
Crait.	The 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.

## **County - UNION**

## Craft: Tile Setter - Mosaic & Terrazzo

## PREVAILING WAGE RATE

	01/08/16	07/01/16	01/01/17
Grinder or Assistant	W49.47	W0.00	W0.00
	B33.23	B0.00	B0.00
	T82.70	T83.85	T85.00
Mechanic	W51.08	W0.00	W0.00
	B33.24	B0.00	B0.00
	T84.32	T85.47	T86.62

Expiration Date: 06/30/2017

## Craft: Tile Setter - Mosaic & Terrazzo

## APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%	

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

## **COMMENTS/NOTES**

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.

#### **County - UNION**

# Craft: Truck Driver

# PREVAILING WAGE RATE

	11/02/15
Bucket, Utility, Pick-up, Fuel Delivery trucks	W35.60 B31.76 T67.36
Dump truck, Asphalt Distributor, Tack Spreader	W35.60 B31.76 T67.36
Euclid-type vehicles (large, off-road equipment)	W35.75 B31.76 T67.51
Helper on Asphalt Distributor truck	W35.60 B31.76 T67.36
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W35.60 B31.76 T67.36
Straight 3-axle truck	W35.65 B31.76 T67.41
Tractor Trailer (all types)	W35.75 B31.76 T67.51
Vacuum or Vac-All truck (entire unit)	W35.60 B31.76 T67.36
Winch Trailer	W35.85 B31.76 T67.61

Expiration Date: 04/30/2016

# Craft: Truck Driver COMMENTS

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.

**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.

**County - UNION** 

# Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W22.90
	B10.17
	T33.07

Expiration Date: 05/30/2016

#### 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.

**County - UNION** 

Craft: Welder PREVAILING WAGE RATE

Welder

Expiration Date:

Craft: Welder COMMENTS/NOTES

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

# STATEWIDE RATES

ENTIRE STATE

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

# **<u>OPERATING ENGINEERS</u>** Rates Expiration Date : 06/30/2017

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

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

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, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

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.

ENTIRE STATE

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

# **OPERATING ENGINEERS Rates Expiration Date : 06/30/2017**

# **Effective Dates:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
45.48	30.63	76.11	77.11	78.26

# CLASSIFICATIONS:

- A-Frame
- Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder

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 (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)

Hydraulic Crane (10 tons & under)

Hydro-Axe

Hydro-Blaster

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

Log Skidder

ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# **Effective Dates:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
45.48	30.63	76.11	77.11	78.26

# CLASSIFICATIONS:

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)

Vacuum Truck

Whiphammer

Winch Truck (hoisting)

ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# Effective Dates:

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

# 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 (Hetzel, Rexomatic & similar types)

Concrete Vibrator

ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# **Effective Dates:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

# 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

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

Laddervator

ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# Effective Dates:

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

# CLASSIFICATIONS:

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Locomotive (Dinky-type)
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# 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)

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

Tug Captains

Tug Master (Power Boats)

# TERRITORY ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# **Effective Dates:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
43.57	30.63	74.20	75.20	76.35

# CLASSIFICATIONS:

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:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
40.23	30.63	70.86	71.86	73.01

#### **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

#### **Effective Dates:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
37.65	30.63	68.28	69.28	70.43

# **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

ENTIRE STATE

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

# **OPERATING ENGINEERS Rates Expiration Date : 06/30/2017**

# **Effective Dates:**

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
47.81	30.63	78.44	79.44	80.59

# CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

# TERRITORY ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# Effective Dates:

01/08/2016		07/01/2016	01/01/2017	
Rate	Fringe	Total	Total	Total
47.07	30.63	77.70	78.70	79.85

# 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

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

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

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

# ENTIRE STATE

# **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# **Effective Dates:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.07	30.63	77.70	78.70	79.85

# CLASSIFICATIONS:

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

ENTIRE STATE

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

# **OPERATING ENGINEERS Rates Expiration Date : 06/30/2017**

# Effective Dates:

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
41.94	30.63	72.57	73.57	74.72

# 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

ENTIRE STATE

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

#### **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

#### **Effective Dates:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
41.94	30.63	72.57	73.57	74.72

#### 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:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
48.89	30.63	79.52	80.52	81.67

# **CLASSIFICATIONS:**

Helicoptor Pilot/Engineer

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
52.07	30.63	82.70	84.45	86.35

#### **CLASSIFICATIONS:**

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

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
51.07	30.63	81.70	83.45	85.35

#### **CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), over 100 tons and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

ENTIRE STATE

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

#### **OPERATING ENGINEERS** Rates Expiration Date : 06/30/2017

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
49.07	30.63	79.70	80.70	81.85

# **CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) 140 ft. and over **Effective Dates:** 

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
50.07	30.63	80.70	82.45	84.35

# CLASSIFICATIONS:

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

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
48.07	30.63	78.70	79.70	80.85

#### **CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

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

ENTIRE STATE

#### Rates Expiration Date : 06/30/2017 STRUCTURAL STEEL ERECTION

{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, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

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:** 

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
50.70	30.63	81.33	82.33	83.48

# **CLASSIFICATIONS:**

Helicopter Pilot or Engineer

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

# ENTIRE STATE

#### STRUCTURAL STEEL ERECTION Rates Expiration Date : 06/30/2017

#### **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
46.64	30.63	77.27	78.27	79.42

# 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

#### **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
43.98	30.63	74.61	75.61	76.76

#### **CLASSIFICATIONS:**

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Conveyor or Tugger Hoist

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Maintenance Utility Man

Tug Master (Power Boats)

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

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

# ENTIRE STATE

# **STRUCTURAL STEEL ERECTION** Rates Expiration Date : 06/30/2017

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
42.45	30.63	73.08	74.08	75.23

# CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
40.69	30.63	71.32	72.32	73.47

# CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

### **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
48.26	30.63	78.89	79.89	81.04

#### **CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

#### **Effective Dates:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
37.65	30.63	68.28	69.28	70.43

#### CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

ENTIRE STATE

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

# STRUCTURAL STEEL ERECTION Rates Expiration Date : 06/30/2017

#### **Effective Dates:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.40	30.63	78.03	79.03	80.18

#### CLASSIFICATIONS:

Field Engineer-Chief of Party

#### **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
54.09	30.63	84.72	86.47	88.37

# **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) over 100 tons and Tower Cranes.

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
52.43	30.63	83.06	84.81	86.71

#### **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), over 100 tons and Tower Crane. **Effective Dates:** 

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
51.09	30.63	81.72	82.72	83.87

#### 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:** 

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
49.43	30.63	80.06	81.06	82.21

# 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.

ENTIRE STATE

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

# STRUCTURAL STEEL ERECTION Rates Expiration Date : 06/30/2017

# **Effective Dates:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
51.09	30.63	81.72	82.72	83.87

# CLASSIFICATIONS:

Helicopter Co-Pilot

Helicopter Communications Engineer

ENTIRE STATE

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

#### TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date: 06/30/2017

#### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

On all machines, including pile drivers with booms of 100 feet and over (including jib) the Operating Engineer shall receive the regular hourly rate plus: \$1.00 per hour on rigs with 100 foot Boom (including jib) up to 139 feet, and \$2.00 per hour on rigs with 140 foot Boom (including jib) and over. On all hoists where "Cat Head" or "Sheave Point" is 100 feet or more above ground level, the same differential pay shall apply as applicable to booms 100 feet and over.

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, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

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:** 

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
47.07	30.63	77.70	78.70	79.85

# **CLASSIFICATIONS:**

Driller

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

# ENTIRE STATE

# TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST Rates Expiration Date : 06/30/2017

# **Effective Dates:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
40.23	30.63	70.86	71.86	73.01

# CLASSIFICATIONS:

Driller's Helper

ENTIRE STATE

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

#### FREE AIR TUNNEL JOBS Rates Expiration Date : 08/31/2017

{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 \$2.50 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:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.50	27.53	67.03	68.13	70.53

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

#### **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.20	27.53	66.73	67.83	70.23

### **CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

# TERRITORY ENTIRE STATE

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

# FREE AIR TUNNEL JOBS Rates Expiration Date : 08/31/2017

# **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
38.70	27.53	66.23	67.33	69.73

#### CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

# **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
41.20	27.53	68.73	69.83	72.23

#### **CLASSIFICATIONS:**

Blaster

# **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
38.15	27.53	65.68	66.78	69.18

#### CLASSIFICATIONS:

Top Labor Foreman

#### **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.80	27.53	65.33	66.43	68.83

#### **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:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.65	27.53	65.18	66.28	68.68

#### **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)

ENTIRE STATE

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

# FREE AIR TUNNEL JOBS Rates Expiration Date : 08/31/2017

# **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.15	27.53	64.68	65.78	68.18

# CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

ENTIRE STATE

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

# DRILL FOR GROUND WATER SUPPLY Rates Expiration Date : 06/30/2017

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:**

	01/08/201	6	07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
45.82	30.63	76.45	77.45	78.60

#### **CLASSIFICATIONS:**

Driller

# **Effective Dates:**

01/08/2016			07/01/2016	01/01/2017
Rate	Fringe	Total	Total	Total
38.98	30.63	69.61	70.61	71.76

#### **CLASSIFICATIONS:**

Driller's Helper

ENTIRE STATE

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

#### **OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date : 09/30/2018

NOTE: 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:

	02/16/201	6	10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
36.34	13.33	49.67	51.03	52.51

#### **CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

#### Licensed Tug Operator (over 1000 HP)

#### **Effective Dates:**

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
31.43	12.93	44.36	45.60	46.95

#### CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

# **Effective Dates:**

	02/16/201	6	10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
29.59	12.79	42.38	43.56	44.86

# **CLASSIFICATIONS:**

Certified Welder

ENTIRE STATE

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

# OPERATING ENGINEERS MARINE-DREDGING Rates Expiration Date : 09/30/2018

# **Effective Dates:**

02/16/2016			10/01/2016	10/01/2017
Rate	Fringe	Total	Total	Total
28.78	12.42	41.20	42.36	43.64

# CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

#### Welder

# **Effective Dates:**

02/16/2016		10/01/2016	10/01/2017	
Rate	Fringe	Total	Total	Total
27.85	12.35	40.20	41.32	42.58

#### **CLASSIFICATIONS:**

# Boat Operator

#### **Effective Dates:**

02/16/2016		10/01/2016	10/01/2017	
Rate	Fringe	Total	Total	Total
23.13	11.67	34.80	35.81	36.92

#### **CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

ENTIRE STATE

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

# MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

# 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:

	03/01/201	6	03/01/2017
Rate	Fringe	Total	Total
35.75	20.35	56.10	57.77

#### **CLASSIFICATIONS:**

#### Foreman

# **Effective Dates:**

	03/01/201	6	03/01/2017
Rate	Fringe	Total	Total
33.10	20.35	53.45	55.07

#### CLASSIFICATIONS:

Box man

#### **Effective Dates:**

03/01/2016			03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

#### CLASSIFICATIONS:

Microsurface/Slurry Preparation

# **Effective Dates:**

	03/01/201	6	03/01/2017
Rate	Fringe	Total	Total
31.10	20.35	51.45	53.02

# CLASSIFICATIONS:

Squeegee man

ENTIRE STATE

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

# MICROSURFACING/SLURRY SEAL Rates Expiration Date : 02/28/2018

# **Effective Dates:**

	03/01/201	6	03/01/2017
Rate	Fringe	Total	Total
29.60	20.35	49.95	51.57

# CLASSIFICATIONS:

Cleaner, Taper

ENTIRE STATE

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

# ASPHALT LABORERS - SOUTH Rates Expiration Date : 08/31/2017

"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 \$2.50 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:** 

	03/01/201	.6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

#### **CLASSIFICATIONS:**

Paving Foreman

#### **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.55	27.53	65.08	66.18	68.58

#### **CLASSIFICATIONS:**

#### Head Raker

#### **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.40	27.53	64.93	66.03	68.43

# **CLASSIFICATIONS:**

Raker, Screedman, Luteman

ENTIRE STATE

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

# ASPHALT LABORERS - SOUTH Rates Expiration Date : 08/31/2017

# **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.15	27.53	64.68	65.78	68.18

# CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen, Painters, Shovelers, Roller Boys Effective Dates:

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.25	27.53	64.78	65.88	68.28

#### **CLASSIFICATIONS:**

Milling Controller

# **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

# CLASSIFICATIONS:

Traffic Control Coordinator

ENTIRE STATE

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

#### TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH Rates Expiration Date : 10/16/2018

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:** 

11/13/2015			10/17/2016	10/17/2017
Rate	Fringe	Total	Total	Total
30.17	24.10	54.27	56.21	58.15

#### **CLASSIFICATIONS:**

Helper (4th year helper)

#### **Effective Dates:**

11/13/2015			10/17/2016	10/17/2017
Rate	Fringe	Total	Total	Total
37.82	24.10	61.92	64.13	66.34

#### CLASSIFICATIONS:

Driller

# Effective Dates:

11/13/2015			10/17/2016	10/17/2017
Rate	Fringe	Total	Total	Total
43.42	24.10	67.52	69.93	72.34

#### CLASSIFICATIONS:

Foreman

ENTIRE STATE

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

#### HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date : 08/31/2017

## 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 \$2.50 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:

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
36.75	27.53	64.28	65.38	67.78

#### **CLASSIFICATIONS:**

#### "D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; traffic director/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:** 

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

#### **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

# ENTIRE STATE

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

## HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date : 08/31/2017

# **Effective Dates:**

	03/01/201	16	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.70	27.53	65.23	66.33	68.73

## 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:

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
41.25	27.53	68.78	69.88	72.28

#### **CLASSIFICATIONS:**

"A" Rate: blaster Effective Dates:

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

## CLASSIFICATIONS:

#### "FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman **Effective Dates:** 

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
40.00	27.53	67.53	68.63	71.03

## CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

ENTIRE STATE

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

#### HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date : 08/31/2017

## 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 \$2.50 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:

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
36.75	27.53	64.28	65.38	67.78

#### **CLASSIFICATIONS:**

basic, landscape, or railroad track laborer; utility meter installer; traffic director/flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers

tree cutter, timberman

## **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

## **CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

# TERRITORY ENTIRE STATE

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

#### HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date : 08/31/2017

## **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

## 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:** 

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

### **CLASSIFICATIONS:**

wagon or directional drill operator; drill master

#### **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
41.25	27.53	68.78	69.88	72.28

### CLASSIFICATIONS:

blaster

#### **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

#### **CLASSIFICATIONS:**

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

## **Effective Dates:**

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
40.00	27.53	67.53	68.63	71.03

#### **CLASSIFICATIONS:**

general foreman

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# TERRITORY ENTIRE STATE

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

## HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date : 08/31/2017

## **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
37.70	27.53	65.23	66.33	68.73

## CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

ENTIRE STATE

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

# PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date : 06/04/2017

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:

	5	
Rate	Fringe	Total
54.56	26.59	81.15

#### **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 : 06/04/2017

## **Effective Dates:**

# 06/01/2016

Rate	Fringe	Total
54.56	26.59	81.15

## CLASSIFICATIONS:

Pipeline Journeyman

## **Effective Dates:**

## 06/01/2016

Rate	Fringe	Total
32.99	18.73	51.72

## **CLASSIFICATIONS:**

Pipeline Helper

ENTIRE STATE

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

#### PIPELINE - GAS DISTRIBUTION Rates Expiration Date : 10/31/2017

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:**

11/01/2015			11/01/2016
Rate	Fringe	Total	Total
55.95	21.10	77.05	79.13

## **CLASSIFICATIONS:**

## Pipeline Journeyman Welder

## **Effective Dates:**

11/01/2015			11/01/2016
Rate	Fringe	Total	Total
55.95	21.10	77.05	79.13

#### **CLASSIFICATIONS:**

#### Pipeline Journeyman

#### **Effective Dates:**

11/01/2015			11/01/2016
Rate	Fringe	Total	Total
36.22	15.29	51.51	52.90

## CLASSIFICATIONS:

Pipeline Helper

ENTIRE STATE

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

#### ASPHALT LABORERS- NORTH Rates Expiration Date : 08/31/2017

#### 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 \$2.50 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:** 

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
39.00	27.53	66.53	67.63	70.03

#### CLASSIFICATIONS:

Asphalt Foreman

#### **Effective Dates:**

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
37.70	27.53	65.23	66.33	68.73

#### **CLASSIFICATIONS:**

Asphalt Screedman

#### **Effective Dates:**

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
37.45	27.53	64.98	66.08	68.48

#### CLASSIFICATIONS:

Asphalt Raker or Lute Man

ENTIRE STATE

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

# ASPHALT LABORERS- NORTH Rates Expiration Date : 08/31/2017

## **Effective Dates:**

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
36.75	27.53	64.28	65.38	67.78

## CLASSIFICATIONS:

Asphalt Laborer

ENTIRE STATE

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

#### ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

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 wokday 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:** 

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
50.52	33.84	84.36	87.27

#### **CLASSIFICATIONS:**

Chief Lineman

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
47.66	31.93	79.59	82.34

#### **CLASSIFICATIONS:**

Journeyman Lineman

ENTIRE STATE

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

## ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
47.66	31.93	79.59	82.34

## CLASSIFICATIONS:

## Special License Operator

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
47.18	31.61	78.79	81.51

## CLASSIFICATIONS:

Transit Man

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
45.75	30.65	76.40	79.04

#### **CLASSIFICATIONS:**

Line Equipment Operator

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
40.03	26.82	66.85	69.17

## CLASSIFICATIONS:

Dynamite Man

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
56.24	37.68	93.92	97.16

## CLASSIFICATIONS:

General Foreman

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
54.81	36.72	91.53	94.68

### CLASSIFICATIONS:

Assistant General Foreman

ENTIRE STATE

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

## ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
53.38	35.76	89.14	92.21

## CLASSIFICATIONS:

#### Line Foreman

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
38.60	25.86	64.46	66.69

## CLASSIFICATIONS:

Straight Light Mechanical Leader

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.70	24.58	61.28	63.40

### CLASSIFICATIONS:

Groundman Winch Operator

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.70	24.58	61.28	63.40

## CLASSIFICATIONS:

Groundman Truck Operator

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.22	24.26	60.48	62.57

## **CLASSIFICATIONS:**

Straight Light Mechanic

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
36.22	24.26	60.48	62.57

## CLASSIFICATIONS:

Line Equipment Mechanic

ENTIRE STATE

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

## ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date : 12/03/2017

## **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
30.98	20.75	51.73	53.52

## CLASSIFICATIONS:

## Groundman 2nd Year

### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
28.60	19.16	47.76	49.39

## CLASSIFICATIONS:

Groundman 1st Year

#### **Effective Dates:**

11/29/2015			12/04/2016
Rate	Fringe	Total	Total
47.18	31.61	78.79	81.51

#### **CLASSIFICATIONS:**

Line Equipment Foreman

ENTIRE STATE

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

### ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 11/30/2017

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 wokday 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 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:** 

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
57.01	43.16	100.17	102.92

## **CLASSIFICATIONS:**

General Foreman

ENTIRE STATE

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

## ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 11/30/2017

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
50.78	39.48	90.26	93.01

## CLASSIFICATIONS:

#### Foreman

#### **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
48.10	37.90	86.00	88.75

## CLASSIFICATIONS:

Small Job Foreman

#### **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

#### **CLASSIFICATIONS:**

Heavy Equipment Operator

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

## CLASSIFICATIONS:

Cable Splicer

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

## CLASSIFICATIONS:

Journeyman Lineman

#### **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

### CLASSIFICATIONS:

Journeyman Welder

ENTIRE STATE

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

## ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 11/30/2017

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
44.54	35.82	80.36	83.11

## CLASSIFICATIONS:

#### Journeyman Painter

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
35.63	30.58	66.21	68.96

## CLASSIFICATIONS:

Light Equipment Operator

#### **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
31.18	27.97	59.15	61.90

#### **CLASSIFICATIONS:**

Groundman Truck Driver

#### **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
28.95	26.65	55.60	58.35

## CLASSIFICATIONS:

Groundman 3rd Year

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
26.72	25.33	52.05	54.80

## CLASSIFICATIONS:

Groundman 2nd Year

#### **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
24.50	24.04	48.54	51.29

### **CLASSIFICATIONS:**

Groundman 1st Year

ENTIRE STATE

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

## ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date : 11/30/2017

## **Effective Dates:**

12/01/2015			11/29/2016
Rate	Fringe	Total	Total
19.60	21.16	40.76	43.51

## CLASSIFICATIONS:

Flagman

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

#### ENTIRE STATE

#### HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

\*\*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 \$2.50 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:**

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
59.25	27.53	86.78	88.31	91.28

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

#### **Effective Dates:**

	03/01/201	.6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
58.50	27.53	86.03	87.86	90.83

#### CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

ENTIRE STATE

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

### HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

#### **Effective Dates:**

	03/01/201	.6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
58.05	27.53	85.58	87.11	90.08

### CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

# **Effective Dates:**

03/01/2016		09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total
61.80	27.53	89.33	90.86	93.83

#### **CLASSIFICATIONS:**

Blaster

## **Effective Dates:**

	03/01/201	6	09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
57.23	27.53	84.76	86.28	89.26

## CLASSIFICATIONS:

Top Labor Foreman

#### **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
56.70	27.53	84.23	85.76	88.73

#### **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:

03/01/2016			09/01/2016	03/01/2017	
Rate	Fringe	Total	Total	Total	
56.48	27.53	84.01	85.53	88.51	

## 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)

# ENTIRE STATE

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

# HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date : 08/31/2017

## **Effective Dates:**

03/01/2016			09/01/2016	03/01/2017
Rate	Fringe	Total	Total	Total
55.73	27.53	83.26	84.78	87.76

## **CLASSIFICATIONS:**

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

# **TECHNICAL SPECIFICATIONS**

## **CONDITIONS SPECIFIC TO THIS PROJECT**

*The 2016 County Road Improvement Project* consists of the milling, resurfacing and or overlaying and striping of Union County roads in Scotch Plains, Berkeley Heights and Winfield. The work shall include milling of the roadways listed below to an average depth of 2 inches and resurfacing with Superpave Hot Mix Asphalt 9.5M64 Surface Course (herein referred to as HMA) to the same depth. The 9.5M64 mix will also be used as a leveling course where necessary. Pavement Repair at various locations prior to resurfacing may be required, as directed by the Engineer & as further detailed in the contract bid documents. The project also includes the replacement and installation of concrete curb and asphalt sidewalk at two (2) locations.

Existing structures within the project limit may require deck repairs and installation of a waterproof membrane as noted on the location plans in the appendix. Existing bridges with HMA overlays will require the installation of a new waterproof membrane atop the concealed deck surface.

In compliance with new Stormwater Management Regulations, Type B, D and E Inlet curb pieces may require replacement. Additionally, all stream flow & concave grates, and grates having square openings, shall be replaced with bicycle type grates. Upon completion of the resurfacing operations, traffic markings will be installed. It is the intent of this project to replace existing striping in-kind.

Prior to construction, the Contractor will perform a walk through with the Engineer to confirm and verify project pavement limits, and location of miscellaneous pavement and curb repairs, striping and other proposed improvements. Roadway, curb and drainage repair areas including the resetting of castings shall be performed prior to the placement of final HMA overlay. Milled areas adjacent to manholes and inlets within the roadway travel way shall provide a ramped HMA treatment to the satisfaction of the Engineer to improve ride-ability to motorist to the greatest extent practical. Milled areas shall not remain exposed for more than 48 hours unless approved by the Engineer.

Note that all roads in question shall be closed to traffic throughout the milling and resurfacing operations, unless otherwise directed by the Engineer. All milling and resurfacing operations and other activities that require closure of travel through lanes will be performed during night-time operations within the stipulated working hours.

Road closures for County roadways will be allowed between 9 PM and 6AM. Road closures limitations for any NJDOT roadways will be conditional upon any applicable NJDOT permit restrictions.

Work that does not impact the travel way such as curb and sidewalk repairs etc. shall be performed during day time hours unless directed by the Engineer.

Work within any portion of NJDOT Right-Of-Way (R.O.W.) including off-ramps closures, will be permitted between 9 AM and 3 PM, Monday through Friday. Additionally, any lane closures (within the NJDOT R.O.W.) resulting from adjacent work, and or maneuvering space for construction equipment, shall be restricted to the above mentioned times. For night-time closures of NJDOT roadways, NJDOT restricts the hours of operation between 10 PM and 6 AM. The Contractor is made aware of the different time restrictions for County and NJDOT roadways. The Contractor shall review any applicable NJDOT permits for further restrictions. These times indicate the road closure & opening times, respectively. Therefore, the Contractor shall have all equipment & materials out of the NJDOT R.O.W., and terminate all construction operations at the appropriate time (with adequate time for cleanup, material cooling, drying, set up, etc.), in order for the roads to be opened to traffic by the specified time. The County of Union will secure all NJDOT permits, where necessary, prior to construction. Other items to be installed including handicap ramps, street name signs, pavement reflectors, loop detectors and curb ramp delineation, shall be performed while traffic is maintained.

# Note a closed road shall be open to traffic prior to initiating work requiring full closure on another road that is part of its detour route.

No construction equipment & material shall be stored within the County R.O.W. Resurfacing operations shall be terminated at the appropriate time (with adequate time for cleanup, material cooling, drying, set up, etc.), in order for the roads to be opened to traffic by the conclusion of the stipulated working hours. No work will be permitted on Saturdays, Sundays or Union County observed holidays.

# Approximately 3.39 miles of County roads will be improved under this Program as follows:

- Sky Top Drive from Valley Road in Berkeley Heights to Glenside Avenue in Scotch Plains, 1.62 miles
- Union County Parkway Drive from Stiles Street to Stiles Street in Winfield, 1.77 miles

# Installation of 279 L.F. of Concrete Curb will be installed as follows:

- Plainfield Avenue, Berkeley Heights Installation of 214 L.F. Concrete Curb
- Mountain Avenue, Summit Installation of 260 L.F. of Concrete Curb

Location Plans showing the areas of work are found in the Appendix.

Deviations from the standard curb-to-curb milling & resurfacing will be identified in field by the Engineer prior to construction.

The item described as: <u>Dense Graded Aggregate Base Course</u>, <u>Variable thickness</u>, shall be used on unpaved shoulder areas adjacent to the edge of pavement where drop-offs greater than 1.5 inches exist or will be created or in sidewalk/driveway and roadway restoration areas adjacent to the concrete curb installation. Specific locations will be field verified by the Engineer prior to construction.

The construction detail entitled "<u>Typical Roadway Excavation & Restoration At Curbs</u>" identifies the restoration requirement along the areas of concrete curb installation. The unit price bid for this item includes labor & costs associated saw cut and excavation of materials. The compensation for DGA & HMA base course shall be under the unit price bid for each respective item. The compensation for the HMA surface cost shall be under the unit price for the Asphalt Sidewalk item.

Resetting inlets and manholes to finished grade elevations is part of this contract at direction of the Engineer or If & Where Directed.

All striping and pavement markings shall be replaced prior to the road being opened to traffic. Should this not be possible due to material and or manufacturer's specifications, temporary striping shall be installed in the interim, prior to the road being opened to traffic. Additionally, any and all premarking for permanent markings shall be completed prior to the close of each resurfacing operation day & prior to the road being opened to traffic. Permanent striping & markings shall then be installed within 24 hours of the roadway being resurfaced (and or originally opened to traffic). Temporary striping shall also be applied to all milled surfaces prior to the road being open to traffic. Separate

# payment will not be made for any temporary striping/markings. The costs thereof shall be included in the various pay items of the overall contract bid.

Prior to the start of work, the Contractor shall go over the limits of all work with the Engineer or duly appointed representative.

Detours, work zone traffic control and all Maintenance and Protection of Traffic for full road closures will be planned, implemented and maintained by the County of Union. However, the Contractor shall be responsible for the Maintenance & Protection of Traffic for any construction operation performed at any time other than when the road is fully closed to traffic. These operations include the construction of curb & sidewalk; restoration associated with the various pay items; striping & pavement markings; the various raised pavement markings. Any loop detector operations not performed during the various operations where the road in question is fully closed, will also require the Contractor to perform any associated maintenance & protection of traffic. The County will perform construction inspection and materials testing.

In addition to the standard operations: milling, resurfacing, striping & markings & raised pavement markings for each road, other items (miscellaneous work may also be warranted and will be described elsewhere in these specifications) are detailed on the various Construction Detail Sheets found in the Specifications.

Due to the size of this Program, punch list items will invariably arise. To minimize disruption to its citizens, the County shall require all punch list items brought to the Contractor's attention, to be rectified within seven (7) calendar days from receipt of said items. If said punch list items are not resolved to the satisfaction of the Engineer, within the specified time, Liquidated Damages, as specified in Section 43 of the General Specifications ('G' sheets of this specification) shall be pursued, commencing on the eighth calendar day.

The County retains the right to delete or substitute roads to be milled and paved under this contract. The County also retains the right to increase or decrease any and all quantities up to 25 percent of those estimated, at the unit prices bid.

Certified payroll records shall be produced and submitted on a bi-weekly basis to the County for all personnel involved with this project. The County shall withhold any and all payments until the certified payroll records are received.

Utility companies shall reset their valves, meters and manholes prior to construction. The Contractor shall make all necessary arrangements with the respective utility companies, to confirm that the appropriate number of each type of valve sleeves, covers, etc., are on-site. All work concerning these resets shall be in accordance with Sections: 105 & 650 as amended herein; except that this item will not be measured, and any/all payment associated with it shall be made part of the overall price bid for the project. No separate payment will be made for the resetting of utility valve boxes.

# UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO COMMENCE WITH THE RESURFACING OPERATIONS, UNTIL ALL UTILITY VALVES HAVE BEEN RESET.

All roads under this contract requiring milling will be milled to a depth of two (2) inches. In cases where the road must be re-profiled, the locations will be pointed out to the Contractor, who shall make the necessary adjustments to the milling machine to obtain said changes.

The Contractor's attention should be directed to the existing above & below ground structures, including signalized intersections (note: The Contractor shall be responsible for his/her own recognizance and site visits) and this list shall not be considered comprehensive. Additional structures

other than those listed below located during the construction shall be corrected as directed by the Engineer as If & Where Directed:

• No signalized intersections are affected by this contract

Other structures including storm & sanitary sewers, and other utilities may exist and will be the sole responsibility of the Contractor to investigate & use due care when operating in their vicinity. Any loops damaged during the milling and or paving operations, shall be replaced if & where directed.

# **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.

# **SPECIFICATIONS TO BE USED**

<u>The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of</u> <u>Transportation</u> as amended herein will govern the construction of this Project and the execution of the Contract.

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at <u>http://www.access.gpo.gov/davisbacon/nj.html</u> under the appropriate county; select the construction type.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

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 <u>http://lwd.dol.state.nj.us/labor/wagehour/wagehour\_index.html</u> 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.

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 <u>http://lwd.dol.state.nj.us/labor/wagehour/wagehour\_index.html</u> The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

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

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

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

The following additional project specific Attachments are located at the end of these Special Provisions:

## **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 <u>2007 Standard Specifications</u>, as amended herein, 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 UNION COUNTY ENGINEER.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

Materials or assemblies as specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the contract requirements, will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three copies of certificates of compliance with each delivery of materials, components and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer, one copy shall be furnished to the District Office, Bureau of Local Government Services and the Contractor shall retain one copy.

Certificates of compliance shall contain the following information:

- 1. Project and location to which the 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. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
- 8. Signature of a person having legal authority to bind the supplier.
- 9. Signature attested to by a Notary Public or other properly authorized person.

Payments relative to materials specified, shall be accepted on the basis of certificates of compliance shall not be made until the Engineer has in his possession an acceptable certificate of compliance.

# **FOREIGN MATERIALS**

The attention of the Contractor is directed to all existing federal and state statutes and regulations that prohibit on any public work the use, by the Contractor or subcontractor, of materials produced or manufactured outside the United States of America. Exceptions to this prohibition, upon the findings of the Engineer, are allowed only where its enforcement would be inconsistent with the public interest or where the material is not produced or manufactured in the United States in sufficient quantities and of a sufficient quality.

If the Engineer finds that in the performance of the contract there has been a failure to comply with the provisions relative to foreign materials, he shall make public his findings and no other contract for the construction of any public work by this contracting agent shall be awarded to such Contractor, or to any partnership, association or corporation with which such Contractor is associated or affiliated, within a period of three years after such finding is made public.

Where the use of foreign material is allowed, such material shall be furnished in accordance with the following requirements:

- 1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the Engineer, where they shall be retained until examination can be completed.
- 2. The Contractor shall arrange, at his expense, any testing which the Engineer feel necessary to ascertain the acceptability of the material.
- 3. A certificate of compliance shall accompany each lot of foreign material. In addition, certified mill tests reports shall be attached to the certificate of compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:
  - A. Project to which the material is consigned.
  - B. Name of the Contractor to which the material is supplied.
  - C. Kind of material supplied.
  - D. Quantity of material represented by the certificate.
  - E. Means of identifying the consignment, such as label marking, seal number, etc.
  - F. Date and method of shipment.
  - G. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
  - H. Signature of a person having legal authority to bind the supplier.
  - I. Signature attested to by a notary public or other properly authorized person.

## The following Sections of the Standard Specifications are deleted:

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS SECTION 103 - AWARD AND EXECUTION OF CONTRACT

The above Sections of the Standard Specifications are changed to the requirements of the County of Union in General Specifications attached hereto.

The below Sections of the Standard Specifications have been changed to the requirements of the County of Union as stipulated herein, in the event of conflicts between the below sections and those of Union County, Union County stipulations shall govern.

SECTION 104 - SCOPE OF WORK SECTION 109 - MEASUREMENT AND PAYMENT

# **DIVISION 100 - GENERAL PROVISIONS**

# **SECTION 101 - GENERAL INFORMATION**

# 101.03 TERMS

## THE FOLLOWING TERMS ARE CHANGED.

# Completion

## (3) IS CHANGED TO:

3. the Contractor has satisfactorily executed and delivered to the RE all documents, required forms, certifications, and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of documents, certificates, and proofs of compliance is a requirement of the Contract.

**Department**: Shall be defined as the County of Union.

**Resident Engineer** (**RE**) shall be defined as a representative of the County of Union or Engineer.

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

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

# **SECTION 104 - SCOPE OF WORK**

# 104.03.03 Types of Changes

- 3. Changes in the Character of Work.
  - a. Differing Site Condition.

# THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for increased costs resulting from a Type 1 or Type 2 Differing Site Condition as a change in the character of work; however, the Department will not consider making payment for a differing site condition unless the resulting change in cost exceeds \$7,500. Except, if the Contractor incurs cost as the result of multiple differing site conditions, with the cost of each separate differing site condition having a value of at least \$1,500 but not more than \$7,500, the Department will consider making payment for such costs if the aggregate cost of the multiple differing site conditions exceeds \$7,500. If the change in cost exceeds these amounts, the Department will base the modification on the total cost of the change, and the Department will not deduct the threshold amount of \$7,500 from the cost of the change.

# 104.03.04 Contractual Notice

# THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract, include the following in the initial written notice:

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

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

# 104.03.08 Force Account

# 7. Equipment.

# a. Contractor-Owned Equipment.

PART 1 IS CHANGED TO:

1 The Department will calculate the "rental" hourly rates by dividing the monthly rate by 176. The Department will not use weekly, daily, or hourly rates. The Department will apply rental hourly rates for every hour the equipment is in active use, except that for any 30-day period, the Department will limit the total amount paid for each piece of equipment to a maximum of the monthly rate.

# THE FOLLOWING PART IS ADDED:

6. The Department will make payment for costs for transporting equipment to and from the work site, if said costs are solely required as a direct result of the Force Account activity.

## THE SECOND PARAGRAPH IS CHANGED TO:

The payment established is full payment for all equipment costs, including the cost of fuel, repairs, maintenance, depreciation, storage and incidentals.

## **10.** Subcontractors.

# THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for markup on subcontracted work at the rate of 5 percent applied on the total amount of all costs for subcontracted force account work up to \$500,000 and 2% applied on the total amount of all costs for subcontracted force account work over \$500,000.

## 104.03.09 Delay Damages

# 1. Non-Productive Activity.

# e. Equipment.

# THE FIRST SENTENCE IS CHANGED TO:

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

# **SECTION 105 - CONTROL OF WORK**

## **105.05 WORKING DRAWINGS**

## THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. After Award, the Department will provide additional formatting information, the number of copies required, and the address of the receiving designated design unit.

## THE THIRD PARAGRAPH IS CHANGED TO:

Submit working drawings on  $22 \times 36$ -inch sheets. The Department may approve the use of 8-1/2 x 11 inch sheet on a case by case basis. Submit design calculations required for the working drawings on 8-1/2 × 11-inch paper. Submit 7 copies of the working drawings to the designated design unit for review with a copy of the transmittal letter to the RE. For railroad-carrying structures, submit 4 additional copies to the designated design unit. Submit an additional copy for each outside testing agency or authority involved in the Project.

## THE NINTH PARAGRAPH IS CHANGED TO:

Submit working drawings for certification or approval as specified in <u>Table 105.05-1</u>. This list is not all inclusive. Ensure that the working drawings submitted for approval are signed and sealed by a Professional Engineer. The working drawings submitted for certification are not required to be signed and sealed by a Professional Engineer unless they alter the original Contract.

Table 105.05 1 – Working Drawing Submission Category		
Certified	Approved	
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)	
Bridge Drainage	Change in Structural Steel Details	
Bridge Railing and Fencing Anchorage System	Change of Pre-stressed Concrete Strand Patterns	
Catalog Cuts	Demolition Plans	
Composite Piles	Erection Plans	
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings	
DMS Standard Ground Mounted	Isolation Bearings	
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams	
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges	
Expansion Deck Joint Assembly Systems	Mechanically Stabilized Earth (MSE) Walls	
Modular Expansion Joint Assembly	Other work shown on the Plans as conceptual	
Precast Pre-stressed Concrete Beams and Piles Fabrication	Pre-cast Concrete Arch Structures	
Reinforced Elastomeric Bearings	Pre-cast Concrete Box Culverts	

# TABLE 105.05-1 IS CHANGED TO:

Sign Legends	Prefabricated Modular Walls
Sign Support Structures	Stay-In-Place Forms
Structural Steel Fabrication	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

# THE FIRST PARAGRAPH UNDER PART 1 OF TENTH PARAGRAPH IS CHANGED TO:

1. Certified Working Drawings. For working drawings requiring certification, include 2 blank blocks directly above the title block. Designate one block for design unit certification, and designate the other block for the Contractor's approval stamp and a signed statement stating that the Contract has not been altered. The Department will require 30 days for review and certification or rejection and return of certified working drawings.

# 1. Certified Working Drawings.

# THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 15 days for review and certification or rejection and return of certified working drawings.

# 2. Approved Working Drawings.

# THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 15 days for review and approval or rejection and return of working drawings.

# **105.07** Cooperation with Utilities.

# THE FOLLOWING HAS BEEN ADDED

**A. General.** It is understood and agreed that the Contractor has considered in its Proposal all of the permanent and temporary utility facilities in their present, new, or relocated positions to the extent required by the Contract Documents and as revealed by its own investigations; is aware that utility service demands, adverse field conditions and emergencies may affect the Utility's ability to comply with the proposed schedules for utility work; is cognizant of the limited ability of the Country to control the actions of the Utility(s), and has made allowances in its Proposal that it is not entitled to any Additional Compensation by reasons of delays, inconvenience or damage sustained by the Contractor due to any interference from utility facilities or the operation of moving or installing them. Similarly, the Contractor is deemed to understand that only limited extensions of time may be granted as specified in Subsection 108.11.

The Contractor shall notify, in writing, the Utility(s) involved of the nature and scope of the Project, and of its operations that may affect their facilities or property. The notice shall include an inquiry for all information required to determine the location of the existing utility facilities and the Contractor shall also provide the portion of the approved Preliminary Schedule relative to that respective Utility. Two copies of such notices and the Utility's responses shall be sent to the Resident Engineer prior to the start

of Construction Operations. The Contractor shall also attend a Utility preconstruction conference prior to the start of Construction Operations.

The Contractor shall provide each Utility the portion of the approved Baseline CPM Schedule related to the respective Utility and any approved updates or revisions that affect that Utility. Information on the Utility(s), including the work to be performed by the Utility(s) on the Project, will be provided in the Special Provisions.

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are attached herein.

Bidders are advised to verify the above information as its accuracy and completeness is not guaranteed by the County.

The Contractor is advised that the design for this Contract did not identify any anticipated utility conflicts. However, this Contract does require the Contractor to call the State's One Call System as specified in Subpart C., to verify that a conflict does not exist.

A pre-construction meeting will be held to enable full coordination of parties involved in this project. The County will arrange this meeting shortly after award of contract and prior to the start of any work and send an agenda and written invitations to municipal officials, utility owners and any other interested parties.

# A minimum of five business days prior to the pre-construction meeting, the Contractor will provide the County, in writing, with the following:

- 1. Proposed work schedule;
- 2. List of Sub-Contractors;
- 3. List of material suppliers;
- 4. Certificates of Compliance for all materials and or assemblies, including: Raised Pavement Markings; Signs; Public Sidewalk Ramp Delineation, etc.;
- 5. Breakdown of any lump-sum items;
- 6. Shop drawings of all construction items.

# THE CONTRACTOR WILL NOT COMMENCE WORK UNTIL THE ABOVE MATERIAL IS RECEIVED & APPROVED.

# 105.07.01 Working in the Vicinity of Utilities

# C. Protection of Utilities.

# THE FOURTH PARAGRAPH IS CHANGED TO:

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

# THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH

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

# **SECTION 106 - CONTROL OF MATERIAL**

# **106.07.01** Certification of Compliance

Submit manufacturer's Certifications of Compliance stating that the materials and/or assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department.

Ensure that Manufacturer's Certification of Compliance contains the following information:

- 1. Project Name.
- 2. Name of the Contractor.
- 3. Material description.
- 4. Quantity of material represented by the certification.
- 5. Means of identifying the consignment, such as label marking or seal number.
- 6. Date and method of shipment.
- 7. A statement that the material conforms to the Contract material requirements and that representative samples have been sampled and tested.
- 8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
- 9. Signature of a person having legal authority to bind the supplier.
- 10. Typed or printed name of the person who signed the certification.

Before incorporating the materials into the Project, obtain 3 copies of the manufacturer's Certifications of Compliance for materials, components, and manufactured items that are accepted by certification. Retain 1 copy and submit 2 copies to the RE. With the Certification of Compliance, provide a transmittal identifying the Item for which it is submitted. For products that contain steel or iron, attach additional documents as required by the certification procedures as specified in 106.07.02. The Contractor may submit the Certifications of Compliance electronically to the RE in a scanned document. Include the transmittal and all backup documentation in the scanned document.

The Department has the right to sample and test materials or assemblies accepted on the basis of Certifications of Compliance at any time. The Department will reject materials or assemblies, whether in place or not, if found not to be in conformance with the Contract requirements.

The Department will not make payment for an Item for which material is accepted on the basis of a Certification of Compliance until the RE has received the required Certification of Compliance and has inspected and accepted the material or assembly.

# **106.07.02** Certification for iron and steel

- A. Precast Concrete Steel and Concrete Pipe Certification of Compliance. For precast concrete and concrete pipe items, a Buy America Compliance Plan is required to confirm that the material meets the Buy America requirements as specified in 106.03. The ME will periodically audit compliance with the program at the precast plant. If the precast concrete item is not inspected by ME, submit a Certification of Compliance for the precast concrete item as required in 106.07.01. When a Certification of Compliance is submitted, ensure that the Certification of Compliance contains a statement that the reinforcing steel used in the precast concrete item complies with the Buy America requirements as specified in 106.03
- **B.** Incidental Steel or Iron Components and Manufactured Products. Incidental steel and iron components such as lifting hooks, tie wire, chairs, nuts, bolts and screws are not required to be certified for compliance with Buy America requirements. For manufactured products that are not made predominantly of steel, the steel components are not required to be certified for compliance

with Buy America requirements.

**C. Step Certification of Compliance.** For products that contain steel or iron components and are not covered in 106.07.02.A or 106.07.02.B, step Certification of Compliance is required to confirm that the item meets the Buy America requirements as specified in 106.03. A step certification is a process under which each handler (e.g., supplier, fabricator, manufacturer, processor, coating facility) of the iron and steel components certifies that the steel and iron components were of domestic origin and that their step in the process was domestically performed.

Every step in the process from melting to coating must be performed in the United States in order for the steel or iron component to be considered domestic and must be documented by step certification. If a domestic source for a steel or iron component cannot be found, submit a request for waiver to the Department. Do not purchase non-domestic steel or iron components without the express written consent of the Department.

Ensure that 3 copies of the Contractor's Certification of Compliance (Form DC-17) and the step Certifications of Compliance are provided for items containing steel or iron. Retain 1 copy and submit 2 copies to the RE. The Contractor may submit the DC-17 and the step certifications electronically in a scanned document.

Ensure that step Certifications of Compliance contain the following information:

- 1. Name of the Company supplying the material.
- 2. Name and location of the Company the material was shipped to.
- 3. Material description.
- 4. Quantity of material represented by the Certification.
- 5. Means of identifying the consignment, such as label marking or seal number.
- 6. Date and method of shipment.
- 7. A statement that the material conforms to the Contract material requirements and to the Buy America requirements in 106.03.
- 8. A statement that all steel or iron components in the material or assembly were "melted and manufactured in the US", unless there is non-domestic steel or iron in the material or assembly.
- 9. If there is non-domestic steel or iron in the assembly, describe in detail the non-domestic steel or iron material and the quantity. Attach a copy of the Department's approval for the use of non-domestic steel or iron components.
- 10. Signature of a person having legal authority to bind the supplier.
- 11. Typed or printed name of the person who signed the certification.

The Department will not make payment for work containing steel or iron materials until the RE has received the required DC-17 and step Certifications of Compliance and has inspected and accepted the material or assembly.

# **SECTION 107 - LEGAL RELATIONS**

# 107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

#### THE FOURTH PARAGRAPH IS CHANGED TO:

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

#### **107.09 INDEPENDENT CONTRACTOR**

#### THE ENTIRE SUBSECTION IS CHANGED TO:

The relationship of the Contractor to the State is that of an independent contractor. Conduct business consistent with such status. Do not hold out or claim to be an officer or employee of the Department by reason hereof. Do not make a claim, demand, or application to or for the rights or privileges applicable to an officer or employee of the Department, including, but not limited to, Workers Compensation Insurance, unemployment insurance benefits, social security coverage, or retirement membership or credit.

#### 107.11 RISKS ASSUMED BY THE CONTRACTOR

#### THE ENTIRE SUBSECTION IS CHANGED TO:

Risks of Loss or Damage to the Permanent Construction. Until Acceptance, and within the 1. limits of the Project's work, the Contractor shall bear the risk of all loss or damage to all permanent construction and temporary construction performed under this Contract and to materials, whether or not it has received payment for such construction or materials under Subsection 109.05, 109.06, or 109.07, except payment will be made to the Contractor for the repair or replacement of any permanent element of the construction which has not been accepted by the Department, if the element of the work damaged is completed to the stage of serving its intended function and is subsequently damaged by accident by public traffic. In order to receive payment, the Contractor must supply satisfactory evidence that such damage was caused by a public traffic accident that was not caused by vandalism or by the equipment of the Contractor or any of its subcontractors or suppliers. Satisfactory evidence shall generally be limited to: accident reports filed with the Division of Motor Vehicles, police agencies or insurance companies; statements by reliable, unbiased eye witnesses; identification of the vehicle involved in the accident. Physical evidence that the damage was caused by a motor vehicle (such as tire marks or broken headlight glass) will not be sufficient unless it can be clearly shown that the damage was not caused by the Contractor's vehicles or by vandalism. The Contractor shall take every precaution, as allowed by the Contract against injury or damage to any part of the construction or to materials by the action of the elements, the traveling public, vandalism, or from any other cause, whether arising from the execution or the non-execution of the work. The Contractor shall promptly repair, replace, and make good any such damage or loss without cost to the Department. The Contractor shall not bear such risk of loss or damage, which arises from acts of war or floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon unless such loss or damage is covered by insurance.

# THE FOLLOWING SUBSECTION IS ADDED:

# 107.17 COMMUNICATION WITH THE NEWS MEDIA

Do not communicate with the news media or issue a news release without obtaining a prior written approval from the Department.

#### **SECTION 108 - PROSECUTION AND COMPLETION**

#### **108.01 SUBCONTRACTING**

#### 1. Values and Quantities.

#### THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1. There are no Specialty Items in this Project.

#### THE THIRD PARAGRAPH IS CHANGED TO:

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

#### THE FOURTH PARAGRAPH IS CHANGED TO:

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

#### **108.02 COMMENCEMENT OF WORK**

#### THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

#### **108.06 NIGHT OPERATIONS**

#### THE FOLLOWING IS ADDED TO THE BEGINNING OF THE FIRST PARAGRAPH:

The Contractor shall be responsible for furnishing, maintaining, removal & or disposal of all equipment, material & manpower necessary for compliance with this sub-section.

#### 2. Visibility Requirements for Workers and Equipment.

#### THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **108.07 TRAFFIC CONTROL**

#### THE FOLLOWING IS ADDED:

Working hours for this project are as follows:

<u>Weekdays (Monday through Friday)</u> Day-Time 9 am to 4 pm Night-Time 9 pm to 6 am

# Weekends/Holidays

Not Allowed without Approval from Union County

# 108.07.01 Interference

# THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

It shall be the Contractor's responsibility to maintain driveway access for all adjacent property owners. In the event that industrial & commercial driveway access must be temporarily denied, as in the scenario where the milling and paving operations will restrict passage, the Contractor shall provide written notice to the Engineer and property owner at least five (5) working days in advance of the driveway closing.

When vehicular traffic is to be maintained within the scope of the Project, the **County** shall plan and implement the work to provide for the safe and convenient passage of such traffic. The **Contractor** shall cooperate in every way with County forces to ensure the safe and proper passage of said traffic.

HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING & MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION OF HANDICAP RAMPS, MISCELLANEOUS CONCRETE SIDEWALK & CURB, VARIOUS STRIPING & PAVEMENT MARKINGS, AND REMOVAL & INSTALLATION OF RAISED PAVEMENT MARKINGS. ALL TRAFFIC CONTROL DEVICES & MANPOWER NECESSARY TO MAINTAIN SUCH WORK ZONES IN ACCORDANCE WITH THE <u>2003 MANUAL OF UNIFORM TRAFFIC CONTROL</u> <u>DEVICES</u> SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.

# 108.07.02 Changes to the Traffic Control Plan (TCP)

# THIS ENTIRE SUB-SECTION IS **CHANGED** TO READ AS FOLLOWS:

The **County** shall be responsible for establishing and maintaining the proposed detour routes, and work zones (not including work zones for the construction of miscellaneous concrete work, manhole and inlet work, striping, & raised pavement markings), as well as the work area(s) itself, insofar as it relates to maintenance and protection of traffic operations. The Contractor shall provide Union County with a minimum of 48 hour notice of proposed roadway closures for milling and resurfacing operations.

Neither the Contractor nor his forces shall alter the detour route and associated traffic control devices place by the County in any way, unless otherwise directed by the Engineer. In this event, such alterations shall take place only in the presence of the Engineer, or duly appointed representative. *The Contractor shall notify the Engineer at least five (5) business days in advance of each proposed alteration.* 

The Contractor shall receive a copy of the detour and traffic control plans proposed by the County. However, under no circumstances shall the Contractor implement any changes without prior approval from the Engineer. Standard NJDOT traffic control plans are included in the bid plans.

The Traffic Control Plan is based on the requirements provided in the latest addition of the <u>Manual On</u> <u>Uniform Traffic Control Devices (M.U.T.C.D.)</u>. The Contractor shall work in accordance with the provisions of the traffic control or detour plan and shall only deviate from the plan as directed by the Engineer. Additional traffic control plans may be added by the Engineer that better suits the type and nature of the work being performed. In this case, the Contractor shall follow the revised or new plan accordingly. The revised plan(s) shall be implemented as part of this item without additional compensation.

#### **108.09** Maintenance within the Project Limits

The following is added to this sub-section:

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or deicing operations carried on by others under the supervision or direction of the County. The Contractor shall not be responsible for mowing unless an item for mowing is scheduled in the proposal form. However, the Contractor shall be responsible for the removal of all leaves, debris & other material on the road, prior to milling and resurfacing. The Contractor will also be responsible for street sweeping prior to resurfacing operations, and at the end of each day following milling operations.

#### **108.11.01** Extensions to Contract Time

#### **B.** Types of Delays.

1. Non-Excusable Delays.

#### THE FOLLOWING IS ADDED:

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

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

#### 2. Excusable, Non-Compensable Delays.

#### b. Utilities.

#### THE FOLLOWING IS ADDED:

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

#### THE LAST PARAGRAPH IS CHANGED TO:

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

# **108.19 COMPLETION AND ACCEPTANCE**

#### THE FOLLOWING IS ADDED:

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

# **SECTION 109 - MEASUREMENT AND PAYMENT**

# **109.01 MEASUREMENT OF QUANTITIES**

# THE SECOND PARAGRAPH IS DELETED:

# **109.02 SCOPE OF PAYMENT**

#### THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

# **109.05 ESTIMATES**

#### THE SECOND PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, that:

- Each subcontractor or supplier has been paid the amount due from the previous progress payment and shall be paid the amount due from the current progress payment and that full payment for any retainage withheld from a subcontractor has been or will be made within 30 days after the subcontractor's work has been satisfactorily completed; or
- There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

#### THE TENTH PARAGRAPH IS CHANGED TO:

The RE has the right to not process an Estimate when, in the judgment of the RE, the Work is not performed or proceeding as specified in the Contract or following the Department giving the Contractor and Surety notice of default as specified in 108.14.

# **DIVISION 150 - CONTRACT REQUIREMENTS**

# **SECTION 152 - INSURANCE**

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

# A. Policy Requirements.

#### THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

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

#### 152.03.02 Railroad Protective Liability Insurance

#### THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure the policy is endorsed to include per project aggregate.

Procure and maintain insurance coverage for the following railroad(s):

National Railroad Passenger Corporation (AMTRAK) Consolidated Rail Corporation (CONRAIL) New Jersey Transit Rail Operations New York Susquehanna & Western Railway Corporation (NYS&W)

It is estimated that less than 1% percent of the Project cost is located within or adjacent to the railroad right-of-way.

All insurance costs shall be at the Contractor's expense. Separate payment will not be made for these items.

# **SECTION 153 - PROGRESS SCHEDULE**

# 153.03.02 CPM Progress Schedule Updates

# THE LAST PARAGRAPH IS CHANGED TO:

If the project falls behind schedule for non-excusable delays, so that the schedule indicates that the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

# 2. Tabular Reports.

# THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The RE may require 3 color paper copies of the longest path sort, total float sort, responsibility sort, area sort, and Gantt chart.

# 153.03.03 Bar Chart Progress Schedule and Updates

#### A. Schedule.

# THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

#### THE FOLLOWING IS ADDED:

If the project falls behind schedule for non-excusable delays, so that the schedule indicates that the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

# **153.04 MEASUREMENT AND PAYMENT**

#### THE THIRD PARAGRAPH IS CHANGED TO:

If the Contractor's CPM Progress Schedule update is not approved by the date of the progress meeting for the following update, the Department will assess liquidated damages to recover the Department's increased administrative costs. The Department will assess damages for each delinquent update as follows:

# SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

# 157.03.01 CONSTRUCTION LAYOUT

#### THE SEVENTH PARAGRAPH IS CHANGED TO:

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

#### 157.03.01 MEASUREMENT AND PAYMENT

#### THE FOLLOWING IS ADDED:

Payment will not be made for Construction Layout. All cost thereof shall be included within the various bid pay items.

#### **SECTION 159 - TRAFFIC CONTROL**

#### THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

# ALL WORKERS SHALL WEAR REFLECTORIZED GARMENTS, UTILIZING 360° VISIBILITY, AS SPECIFIED FOR TRAFFIC DIRECTORS.

When vehicular traffic is to be maintained within the scope of the Project, the **County** shall plan and implement the work to provide for the safe and convenient passage of such traffic. The **Contractor** shall cooperate in every way with County forces to ensure the safe and proper passage of said traffic.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING & MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION OF HANDICAP RAMPS, MISCELLANEOUS CONCRETE SIDEWALK & CURB, MANHOLE AND INLET WORK, VARIOUS STRIPING & PAVEMENT MARKINGS, AND REMOVAL & INSTALLATION OF RAISED PAVEMENT MARKINGS. ALL TRAFFIC CONTROL DEVICES WITHIN WORK ZONES SHALL BE ESTABLISHED IN ACCORDANCE WITH THE LATEST EDITION OF THE <u>MANUAL OF</u> <u>UNIFORM TRAFFIC CONTROL DEVICES</u>, ALL TRAFFIC CONTROL MEASURES SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.

Contractor shall be responsible for notifying all property owners fronting his work area for curb, sidewalk and other miscellaneous work not associated with lane closure work for milling and resurfacing operation in which case the County will notify residence. Contractor shall notify property owners a minimum of seven (7) days in advance of the proposed work. A sample project notice shall be provided to the Engineer for review and approval prior to mailing.

#### All traffic control devices shall comply with these Specifications and the <u>Standard Details for</u> <u>Traffic Control Devices</u> as developed by the New Jersey Department of Transportation.

All traffic control devices furnished by the Contractor shall be new, or in acceptable condition as defined by the American Traffic Safety Services Association (ATSSA), <u>Quality Standards For</u> <u>Work Zone Traffic Control Devices –  $3^{rd}$  Edition</u>. Traffic control devices damaged under this Contract as a result of carelessness or mishandling by the Contractor (i.e., running over cones or barrels with his equipment or splashing tar on traffic control devices, etc.) shall be replaced by the Contractor at no additional cost to the County. The Contractor shall replace damaged traffic control devices within one (1) calendar day. The County reserves the right to reject any traffic control device, which in their sole opinion does not satisfy the criteria of these Specifications, is damaged or otherwise incapable of providing the function for which it was intended. In this event, the Contractor shall replace the deficient traffic control devices and/or materials within one (1) calendar day. Upon completion of the Project, all traffic control devices and materials furnished by the Contractor shall be removed by the Contractor.

All signs furnished by the Contractor shall conform to the latest addition <u>Manual of Uniform Traffic Control</u> <u>Devices</u> and the <u>U.S.D.O.T. Manual of Standard Highway Signs</u>. All signs & traffic control devices shall be manufactured with, or incorporate 3M diamond grade material or approved equal. All signs shall be aluminum, with a thickness of 0.100 inches, and cut to Standard sizes.

Should the Contractor begin work prior to the work zone being properly established as described herein, the County shall assume no responsibility for tort liability issues arising from the Contractor's premature start. All liability and consequence arising from a premature start is solely the Contractor's. *It should be noted that at the conclusion of the workday, any detour routes will be discontinued and the area under construction reopened to traffic until the start of the following workday. Therefore, the Contractor shall ensure that all of his equipment and materials are removed from the roadway, the road clear of debris and all raised manholes, inlets and other appurtenances have traffic control devices (i.e., drums) placed over them. In this case the County may supply the traffic control devices to the Contractor and it shall be the Contractor's responsibility to place such where necessary.* 

In the event that the manhole, inlet or other appurtenance is in the middle of a travel way and the placement of a traffic device would impede the flow of traffic, the manhole, inlet or other appurtenance will be ramped in accordance with Construction Details with fresh hot mix asphalt material (either cold or hot mix). The use of millings to perform this operation will not be allowed.

# 159.03.01 TRAFFIC CONTROL COORDINATOR

# THE FOLLOWING IS ADDED:

The Contractor shall be responsible for project maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times. In the case of a contract requiring the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

Prior to the start of construction operations, the Contractor shall assign a supervisory-level employee to be the Traffic Control Coordinator. The Engineer and affected municipalities shall be notified as to the name & telephone number of this individual on a 24-hour, 7-day a week basis. A PAGER NUMBER FOR THIS PURPOSE WILL NOT SUFFICE. IF AND WHEN THE NUMBER IS CALLED, THE CONTRACTOR OR DULY APPOINTED AGENT MUST BE AVAILABLE TO ANSWER AND RESPOND TO THE EMERGENCY CALL. THE CONTRACTOR'S RESPONSE TIME TO EMERGENCIES THAT ARISE DURING THIS PROJECT SHALL BE WITHIN ONE (1) HOUR.

The Traffic Control Coordinator shall be responsible for ensuring that the Contractor meets all provisions of the current edition of the Manual on Uniform Traffic Control Devices, OSHA, ANSI and Title 39 – Uniform Motor Vehicle Laws of New Jersey. The Traffic Control Coordinator shall be the liaison

between the Contractor and County for the duration of the project. It will be his/her responsibility to notify the Engineer when and where the Contractor's work force and equipment shall be throughout the workday. The Traffic Control Coordinator is responsible for the following:

- Provide that all Contractor equipment and vehicles are properly stored and parked so as not to create a traffic hazard;
- Coordinate the Contractor's work schedule and need for traffic directors with the Engineer or duly appointed representative with regards to the maintenance and protection of traffic;
- Confirm the Contractor's compliance and cooperation with the Engineer with regards to the maintenance and protection of traffic;
- Repositioning of traffic control devices displaced by traffic or construction equipment;
- Notifying County forces of damaged traffic control devices;
- Confirm that all traffic control devices moved or repositioned by the Contractor or his forces are placed in their original position;
- Coordinate all Concrete Construction Work Zones, including signage, traffic control devices and the appropriate manpower.

The Contractor shall be responsible for maintaining safe and adequate pedestrian access in, near or around the work site. Neither the Contractor's equipment nor debris and materials shall occupy any part of the sidewalk, path or traveled way that is not being constructed.

All equipment, materials, excavated material or debris shall be removed by the end of the workday. Material or debris left at the end of the day by the Contractor on, near or adjacent to the sidewalk or traveled way that is open to pedestrians and vehicles is subject to removal by the County forces. In this event, the costs associated with the removal will be deducted from monies owed the Contractor.

#### **159.03.02 Traffic Control Devices**

#### THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Traffic Control devices shall be NCHRP-350 crash test compliant by the NJDOT and shall be duly certified, if necessary.

Newly purchased devices shall be NCHRP-350 compliant. A list of NCHRP 350 compliant and FHWA approved devices can be found at:

http://www.fhwa.dot.gov/safety/fourthlevel/pro\_res\_road\_nchrp350.htm

# THE FOLLOWING SUBSECTION IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

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

#### THE LAST SENTENCE IS CHANGED TO:

Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated. Contractor shall provide Traffic Control Truck with Mounted Crash Cushion to aid in the placement of traffic control devices as needed for the duration of the project when directed.

# THE FOLLOWING SUBSECTION IS ADDED

# 8. Portable Construction Light Tower

The Contractor shall at the request of the RE provide Portable Construction Light Towers to assist Union County in establishing night time traffic control measures or for other purposes. The light towers shall provide sufficient illumination to meet night time operations per Section 108.06. Portable tower shall provide a vehicular hitch for quick transport and removal. Contractor shall consult with Union County regarding hitch requirements for traffic control vehicles owned by the County.

# 159.03.06 TEMPORARY TRAFFIC STRIPES AND TEMPORARY TRAFFIC MARKINGS

# THE ENTIRE TEXT IS CHANGED TO:

Apply temporary traffic stripes and markings when the ambient and surface temperatures are at least 45 °F and rising and the surface temperature is no more than 140 °F. Apply the traffic paint in a wet film thickness of  $6 \pm 1$  mil. Apply glass beads to the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint. Ensure TRAFFIC STRIPES and TRAFFIC MARKINGS are applied within 14 days of placing temporary traffic stripes and markings unless directed by the RE.

# **159.03.08 TRAFFIC DIRECTION**

# A. Flagger.

#### THE LAST SENTENCE IS CHANGED TO:

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

#### THE FOLLOWING IS ADDED TO THIS SECTION:

Should the circumstances arise during any construction operations where the use of flaggers are not permitted by the <u>Motor Vehicle & Traffic Laws of New Jersey, Title 39</u>, specifically 39:4-57 and or 39:4-80 & 81, or any other section in Title 39, or in the opinion of the Engineer, where the limitations of such flaggers in the roadway do not optimize the safety of pedestrians & the motoring public, Off-Duty Police Traffic Directors shall be utilized. Under these circumstances, it shall be the Contractor's responsibility to coordinate & schedule all officers necessary for the appropriate construction phases; however, the County of Union will regulate the amount of & location of each director. The Contractor shall be responsible for paying prevailing wage rates for Police Traffic Directors, at the respective Municipal Police Department rate. Reimbursement for police traffic directors shall be based on the amount of actual person-hours provided by the respective municipalities. Reimbursement will not be made for any:

- *differential overtime rate;*
- vehicle charges;
- Administration fees, & or taxes.

Payment of such shall be included in the overall price bid for the item Traffic Director, Flagger. The Contractor shall be required to produce proof of both payment & hours worked for each officer and flagger, at each post for each assignment. Should the Contractor fail to produce said proof, the

County will withhold payment on this item until such time that adequate & satisfactory proof can be provided.

# B. Police.

THIS SUBSECTION HAS BEEN REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

The Contractor shall coordinate with local police department from the impacted municipalities as to their requirements or compliance with State Law for police presence during working hours based on the proposed work activities. Contractor shall be responsible for scheduling all work and notifications with the local police to comply with local ordinance or police presences when work zones are required. The use of police services does not relinquish or diminish the Contractor's responsibilities for work zone safety nor shall they serve as a substitute for traffic director flaggers. County is not responsible for interruptions or delays to construction activities resulting from any failure of police presences at the work site.

#### **159.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING SUBSECTION IS DELETED IN ITS ENTIRETY AND CHANGED TO THE FOLLOWING:

Item	Pay Unit
PORTABLE VARIABLE MESSAGE SIGN	UNIT
TRAFFIC CONTROL TRUCK WITH MOUNTED	UNIT
CRASH CUSHION	
TRAFFIC DIRECTOR, FLAGGER	HOUR
TRAFFIC CONTROL MEASURES	LUMP SUM
FLOODLIGHTS FOR NIGHTTIME OPERATIONS	UNIT
TRAFFIC DIRECTOR, UNIFORM POLICE	ALLOWANCE

#### THIS SUB-SECTION IS AMENDED AS FOLLOWS:

The County has included an allotted cost in the bid proposal for the presence of uniform police for this project. The Contractor shall provide invoice receipt from the various municipalities for work performed by uniform police, as well as the municipality requirements for police presence on public roadways for construction activity in justifying payment and reimbursement.

The Engineer shall direct the Contractor as to the number of traffic directors required per roadway. Under the circumstances where Police Traffic Directors may be utilized, the Contractor shall notify the respective Police Department at least four (4) business days (96 hours) in advance of requiring the traffic directors. Should there be a difference between the Engineer's requirement, and that of the Police Department, the Contractor shall immediately notify the Engineer and request clarification.

If the Contractor schedules more traffic directors than that which is directed by the Engineer, then, said additional directors will not be reimbursed, and such payments will be the direct responsibility of the Contractor. In addition, if the Contractor cancels any work, without prior notice to the affected Municipal Police Department and the Engineer, then any costs incurred from the respective Police

Departments shall become the Contractor's responsibility. Police traffic director manpower not approved by the Engineer will not be reimbursed and shall become the Contractor's sole responsibility. The Contractor shall be responsible for establishing any and all escrow accounts that may be required by the various municipal Police Departments. The Contractor shall confirm specific details of hiring Traffic Directors with each respective Police Department.

Once the traffic directors are on the job, the County will direct the Contractor as to the dismissal time for such Traffic Directors. There will be no additional cost payment for Traffic Control Coordinator all costs for this work shall be paid in the various bid pay items.

Separate payment will not be made for relocating traffic control devices and the lighting systems used for nighttime operations as required or as directed. Separate payment will not be made for posts or stands for construction signs. Separate payment will not be made for lighting for nighttime operations, but all costs thereof shall be included in the prices bid for the various Bid Pay Items. Union County has included the bid pay item Floodlights for Nighttime Operations to assist County is setting of Traffic Control devices at night when directed. *Separate payment will not be made for traffic control coordinator but all costs thereof shall be included in the bid pay item "Traffic Control Measures."* Separate payment will not be made for relocating temporary crash cushions as required or as directed. Separate payment will not be made for moving the traffic control truck units during the various stages of construction. Separate payment will not be made for escape ramps provided at the edges of pavement lifts or at excavations. All costs thereof shall be included in the prices bid for the prices bid for the various Pay Items scheduled in the Bid Sheets.

ALL PROPERTY OWNER NOTICES, TRAFFIC CONTROL DEVICES & MANPOWER NECESSARY TO MAINTAIN SUCH WORK ZONES UTILIZING THE NECESSARY DEVICES AND ITEMS, OTHER THEN THOSE STIPULATED TO BE PAID UNDER A SEPARATE BID PAY ITEM SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR. THE COST OF SUCH TRAFFIC CONTROL DEVICES, ANY RELOCATION OF SUCH, AND ASSOCIATED MANPOWER WILL BE PAID UNDER THE BID PAY ITEM "TRAFFIC CONTROL MEASURES."

Separate payment will not be made for traffic control and safety devices for those pay items not specifically identified for payment. All costs shall be included in the Bid Pay Item "Traffic Control Measures". Payment for Traffic Control Measures will be made based on an estimated percent complete of the project subject to approval by the RE.

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

#### **160.03.01** Fuel Price Adjustment

#### THROUGHOUT THIS SUBSECTION, 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 25 TH LINE IN THE TABLE 160.03.01-1 IS CHANGED TO:

HOT MIX ASPHALT \_\_\_\_\_ BASE COURSE 2.50 Gallons per Ton

# 160.03.02 Asphalt Price Adjustment

#### NOTE 1 OF THE THIRD PARAGRAPH IS CHANGED TO:

1. The N. J. Department of Transportation 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 IS DELETED FROM THIS SUB-SECTION:

Item	Pay Unit
FUEL PRICE ADJUSTMENT	LUMP SUM

# THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

An Allowance for *Asphalt Price Adjustment* and *Fuel Price Adjustment* has been established in the bid proposal sheet. The allowance amount will be adjusted based on the formulas established in the specifications for calculating price adjustments if warranted.

Asphalt price adjustments will not be made for Tack Coat and Prime Coat.

#### **SECTION 201 - CLEARING SITE**

#### 201.04 Measurement and Payment

#### THE SUB-SECTION IS CHANGED AS FOLLOWS:

The County will not measure and not make payment for *Stripping*, *Clearing Site* & *Clearing Site*, *Bridge*.

Separate payment will not be made for: the removal of existing asphalt, pipe, bollards, inlets & castings, manholes & castings and other drainage structures; the removal of sidewalk, driveways, various types of curb and gutters; the removal of raised pavement markings (RPM'S); the removal of various striping & marking material; removal of loop detector lead; and the removal of existing signs to be replaced and or upgraded, unless otherwise provided in these supplementary specifications. When removal of such materials is required within the excavation for the roadway, and its right-of-way, it shall be included in the proposed work of these items.

Separate payment will not be made for clearing site but the cost will be included in the various pay items in the Bidding Sheets.

# **SECTION 202 - EXCAVATION**

#### **202.01 DESCRIPTION**

#### THE FOLLOWING IS ADDED:

<u>Excavation, Unclassified</u> shall be used to correct any unforeseen poor sub-grade as revealed by the milling and or resurfacing operations below 12 inches from finished grade which is the proposed depth of the HMA Pavement Repair. Excavations above 12-inches shall be included in the cost for HMA Pavement Repair. The 12-inch depth is equivalent to a 2 inch milled surface; and a 10-inch depth as specified under the item for Hot Mixed Asphalt Pavement Repair, Prior To Overlays. For roads specified not to be milled, the 10-inch depth shall be measured as specified in <u>Section</u> <u>401.03.01.D</u>, amended herein.

#### 202.02 MATERIALS

#### THE FIRST IN THE LIST IS CHANGED TO:

#### 202.03.03 Excavating Unclassified Material

#### A. Excavating.

#### THE FIRST PARAGRAPH IS CHANGED TO:

The Department, as the generator, is solely responsible for the designation of excavated material. Unclassified excavation consists of excavation and management of material of whatever nature encountered, except for regulated material, pavement removal and acid producing soil.

#### 202.03.07 Reuse or Disposal of Excess Material

#### A. Reuse.

#### THE THIRD PARAGRAPH IS CHANGED TO:

Upon RE's approval, reuse excavated soil to widen or flatten slopes of embankment, to fade embankments into cuts, or as approved at other locations. Ensure that the excess material is not reused within a wetland, a transition area, a riparian zone, a flood hazard area or other regulated area without obtaining an appropriate NJDEP permit.

#### B. Disposal.

#### PARTS 1 AND 2 UNDER THE FIRST PARAGRAPH ARE CHANGED TO:

- 1. At least 10 days before disposing, submit the disposal procedure and location to the RE for approval. Do not dispose of excavation on property proposed to be used for parks, playgrounds, and other recreational purposes; residential facilities, and educational facilities; environmentally sensitive areas such as wetlands, and historic sites; or areas within sight of a State highway during all seasons.
- 2. Obtain the property owner's notarized authorization of the acceptance of the excess material and where it is being placed.

#### 202.04 MEASUREMENT AND PAYMENT

#### THE FOLLOWING IS ADDED:

A nominal amount of cubic yards of this item has been included in the Bidding Sheets to establish a unit price. However, this amount does not reflect any material that may or may not be used. Payment for the item Excavation, Unclassified, will be the quantity as above described, at the price bid per cubic yard bid for the item **EXCAVATION, UNCLASSIFIED** in the Bidding Sheets.

The <u>Excavation</u>, <u>Unclassified</u> item shall include all work necessary to create bike paths and or restore roadway shoulders, as indicated by the Engineer.

The removal of Concrete Base, Concrete Surface Courses, & Joints; i.e., sidewalks, driveways, curbs, roadway material, etc., will not be measured. Payment for such will be included under the various pay items in the Bidding Sheets.

Other material necessary for the restoration procedures will be paid for under various items in the Bidding Sheets. No separate payment will be made for shoulder restoration or restoration as a result of curb removal/installation.

Disposal of asphalt and concrete will be made to an N.J.D.E.P. approved recycling facility. The Contractor shall notify the Recycle Facility to provide the County with appropriate credit for recycling.

#### SECTION 302 - AGGREGATE BASE COURSE

#### **302.01 DESCRIPTION**

#### THE FOLLOWING IS ADDED:

Dense Graded Aggregate shall be used as base material in the roadway and as a surface course in shoulder areas as directed by the Engineer. This item may also be used for fill areas associated with Excavation, Unclassified.

Dense Graded Aggregate shall also be used in areas of uncurbed road sections where the edge of pavement drop-off is 1.5 inches or greater and in areas of roadway restoration associated with the installation of curb. DGA used for shoulder grading shall be produced by mixing RAP conforming to Sub-Section 901.05.04 of the Standard Specifications. The mixture shall be 50% Dense Graded Aggregate and 50% Recycled Asphalt Product (RAP) as defined by Section 901.10.03

#### **302.04** Measurement and payment.

#### THE FOLLOWING IS ADDED:

Payment for Dense Graded Aggregate, Variable Thickness will be made in Pavement Repairs Areas that exceed the pavement repair thickness, as set forth in the Hot Mix Asphalt Pavement Repair Detail provided in the Specifications and in the areas of roadway restoration associated with the installation of curb.

Dense Graded Aggregate in shoulder fill areas with no curbing shall be a mixture of 50% Dense Graded Aggregate and 50% Recycled Asphalt Product (RAP) as defined by Section 901.10.03 Recycled Asphalt Product (RAP) will not be measured and no separate payment will be made. All costs thereof shall be included in the cost for Dense Graded Aggregate, Variable Thickness.

Payment for all material, preparation, grading, compaction, labor & placement shall be included in the overall price bid for the item Dense Graded Aggregate Base Course, Variable Thickness in the Bidding Sheets.

# 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

#### 401.03.01. A Milling of HMA.

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.

#### THE FOLLOWING IS ADDED:

Milled areas shall not be left unpaved for longer than 24 hours, unless approved by the Engineer.

#### **D.** Repairing HMA Pavement.

#### THE ENTIRE TEXT IS CHANGED TO:

The item Hot Mixed Asphalt Pavement Repair will be used on those sections of roadway that require excavation due to unforeseen underlying conditions that are revealed after milling operations or prior to overlaying and, in the opinion of the Engineer, are unsuitable for the direct placement of the surface course. Hot Mixed Asphalt Pavement Repair shall also be used in areas front new curb installation including areas with proposed ADA curb ramps.

Any debris created by this work shall be removed at the end of each workday and disposed of according to <u>Subsection 201.03.09</u>.

Note, that all labor, material & equipment necessary to construct Hot Mixed Asphalt Pavement Repair are included in this pay item. This work shall include all excavation/disposal up to 12 inches below finish grade, 4" of DGA and 6" of Hot Mixed Asphalt 19M64. Any excavation beyond twelve inches below finish grade shall be paid for separately under the appropriate pay item. Actual quantities per street shall be determined upon completion of milling for each street. Roadway construction shall be determined upon inspection by the Engineer and the contractor shall only provide work for this pay item as approved by the Engineer. 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 Hot Mix Asphalt 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 saw cuts 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 Hot Mix Asphalt 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:

Use an MTV for the construction of surface course in the traveled way. 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.

# 1. Longitudinal Joints.

#### THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

When constructing the first lane, care shall be exercised in rolling so as not to displace the line and grade of the edges of the HMA. The joint in the surface course shall be offset from the lane lines by 6 inches except for the centerline of a roadway in which the joint shall fall between the double yellow traffic stripes.

A wedge joint shall be constructed when traffic is to be maintained and lift thickness is greater than  $2^{1}/_{4}$  inches. A vertical edge joint will be permitted for lift thickness  $2^{1}/_{4}$  inches or less when traffic has to be maintained. For lift thickness greater than  $2^{1}/_{4}$  inches and traffic is not required to be maintained, a vertical edge shall be utilized.

Longitudinal joints shall be constructed utilizing one of the following methods:

A. Vertical Edge Joint. The paver shall be positioned so that in spreading, the HMA material uniformly overlaps the edge of the lane previously placed by 1 to 2 inches and shall be left sufficiently high to allow for compaction. In general, the height of the uncompacted HMA above the compacted HMA shall be 1/4 inch for each 1 inch of compacted mix. The overlapped HMA material being placed in the abutting lane shall be tightly crowded (bumped) over the joint. Any material in excess of the 1 to 2 inch overlap shall be pulled away from the joint and removed instead of broadcasting onto the new mat. When compacted, the new mat at the joint shall be even or slightly higher (Maximum  $\frac{1}{8}$  of an inch) than the previously placed adjoining mat. If the newly compacted mat results in a depression at the joint of  $\frac{1}{8}$  of an inch or more lower than the previously placed adjacent HMA layer, all paving operations shall cease until corrective action is taken by the Contractor to prevent reoccurrence. For all longitudinal joints that do not meet this requirement, the Contractor shall saw

joints according to dimension guidelines of Subsection 404.19 and seal with an approved sealer.

**B.** Wedge Joint. The sloped plate of the paver shall produce a wedge edge having a face slope of 3H: 1V. The plate shall be so constructed as to accommodate compacted layer thickness of 2 to 4 inches. The bottom of the sloped plate shall be mounted 1 inch above the existing surface. The plate shall be interchangeable on either side of the screed. The Contractor shall maintain the wedge configuration under traffic conditions.

All loose material shall be removed from the traveled way before opening to traffic. The rolling operation of the adjoining lane shall proceed as indicated in Subpart A above, except that care shall be taken to keep coarse aggregate away from the point where the wedge meets the surface of the previously placed lane.

To assure a true line, the paver shall closely follow lines or markings placed along the joint for alignment purposes. All longitudinal joints shall be constructed parallel to the centerlines within a tolerance of plus or minus 3 inches for every 100 linear feet. If this tolerance is not met, the mat shall be cut back to conform. The width and depth of overlapped material shall be kept uniform at all times. Overlapped material shall be looted back, pushing the material to the edge of the cold HMA mat and directly over the joint with the hot HMA mat. In no case shall excess material be broadcast across the new layer. All excess material shall be removed.

# F. Compacting

# THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

When compacting the longitudinal edge of the first lanes placed using the wedge joint, the breakdown roller shall not extend more than 2 inches over the top of the sloped face of the wedge joint. The Contractor shall submit a plan, to ensure material at the wedge edge is properly seated and loose material is removed, for the Resident Engineer's approval prior to the commencement of paving operations.

Care shall be taken to prevent lateral displacement of the unconfined edge during the compaction operation. The edge of the drums of vibratory or static wheel rollers shall extend over the free edge of the mat by at least 6 inches. When compacting the joint, while paving the adjacent lane, the roller shall be placed on the newly placed HMA and overlap the joint by a distance of approximately 6 inches.

Alternate trips of the roller shall be terminated in stops approximately 2 feet from the preceding stop. When paving in echelon, rollers compacting the mat behind the lead paver shall maintain approximately 6 inches of uncompacted material adjacent to the second paver. After mix from the second paver is placed against the uncompacted edge of the mat from the first paver, the rollers shall compact the HMA on both sides of the joint.

# H. Air Void Requirements.

# THE FOLLOWING IS ADDED TO THE THIRD PARAGRAPH:

Inside shoulders less than 6 feet in width will not be included in other lots unless requested by the RE.

# THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

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.

# 401.03.04 Sawcutting and Sealing of Joints in HMA Overlays

# THE TEXT OF THIS SUBPART IS DELETED.

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# 401.03.05 Core Samples

# THE LAST SENTENCE OF THE 2ND PARAGRAPH IS CHANGED TO THE FOLLOWING:

Apply an even coating of tack coat to sides of the hole. Place HMA in maximum lifts of 4 inches in the hole and compact each lift. Ensure that the final surface is 1/4 inch above the surrounding pavement surface.

#### 401.04 MEASUREMENT AND PAYMENT

#### THE FOLLOWING IS ADDED:

ItemPay UnitHOT MIX ASPHALT 9.5 M 64 LEVELING COURSETON

The Department will make a payment adjustment for HMA air void quality by the following formula:

Pay Adjustment = 
$$Q \times BP \times PPA$$

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:

Pay Adjustment = 
$$Q \times BP \times PPA$$

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 County will not measure and will not make payment for the following items:

Prime Coat Tack Coat

# MTV Test Strips Quality Control for Compaction including comparison cores and nuclear density testing Polymerized Joint Adhesive

All costs thereof shall be included in the prices bid for the various Hot Mix Asphalt items.

Pay Adjustments for Air Voids, Thickness and Ride Quality will be made according to Subsections 401.03.03.H, 401.03.3.I, and 401.03.03.J, respectively.

Disposal of asphalt will be made to an N.J.D.E.P. approved recycling facility. Prior to the start of operations, the Contractor shall notify the County of the location where the millings will be disposed. Disposal of the millings will be carried out in accordance with the Standard Specifications

# Hot mix asphalt material for manhole, inlet and other ramping will not be measured. No separate payment will be made for this hot mix asphalt material.

HMA 19M64 Base Course shall be stone mix. Payment for HMA Base Course will be included under the item <u>HMA Pavement Repair</u>, and will be measured by the actual square yards of asphalt installed at the appropriate depth indicated on the detail sheets.

An estimated amount of Hot Mix Asphalt Pavement Repair per road has been provided in the Road Quantity Worksheet. This pay item shall cover excavation/disposal up to 12 inches below finish grade, 4" of DGA and 6" of HMA 19M64 Base Course. However, this amount does not reflect any material that may or may not be used. Actual locations and quantities on each street will be determined by the Engineer upon completion of milling and inspection of the roadway base.

Where necessary & as directed by the Engineer, HMA 9.5M64 Mix will also be used as a Leveling Course, as specified in Section 902.

HMA 9.5M64 Mix will also be used as indicated in the construction detail entitled "10 x 20 Concrete Vertical Curb" which identifies the restoration requirement along the areas of concrete curb installation.

A *prime coat* will be applied to dense graded aggregate base prior to placement of hot mix asphalt pavement. Separate payment will not be made for prime coat.

A <u>tack coat</u> will be applied to all layers of hot mix asphalt courses, prior to placement of new hot mix asphalt course. In addition, a tack coat will be applied at the edges of the new pavement between paver passes. Separate payment will not be made for tack coat.

#### **SECTION 504 - STRUCTURAL CONCRETE**

#### 504.03 Construction

#### THE FOLLOWING IS ADDED:

#### **504.03.04** Membrane Waterproofing

Verify approved membrane waterproofing products from the "Bureau of Material's Approved List" on the following NJDOT website:

#### http://www.state.nj.us/transportation/eng/technology/materials

Utilize either spray applied waterproofing or sheet membrane waterproofing on the bridge deck.

1. Spray applied membrane waterproofing. For spray applied membrane, supply an elastomeric coating system. Apply a thickness that is no less than then thickness to which the manufacturer's independent testing was conducted. Prior to the application, provide a primer that is approved by the manufacturer. Spray applied membrane waterproofing products that may be used are as follows:

#### Spray Applied Waterproofing Membrane

Bridge Preservation L.L.C. Contact Information: R. J. Watson, Inc. Attn: Joe Bilotti Bridge and Structural Engineered Systems 78 Glenn Drive Amherst, NY 14228 Telephone: (203) 858-9515

PmB Bridgedeck Waterproofing System Con-Serv, Inc. Contact Information: Richard W. Drummond, President Airport Industrial Park, 685 Aviation Blvd. Georgetown, SC 29440 Telephone: (860) 666-5008

Royston System Royston Membrane No. 10A and Royston Membrane Primer 713A as manufactured by Royston Laboratories, Inc. Pittsburg, PA 15238 Telephone: 412-828-1500

Protecto Wrap System M-400A Membrane, No. 80 Primer, and 160H Mastic as manufactured by Protecto Wrap Co. 2255 South Delaware Street Denver, CO 80223 Telephone: 303-777-3001

W.R. Grace System
Bituthene 5000, Bituthene Primer, and Bituthene Mastic as manufactured by W.R. Grace
Co.
62 Whittemore Avenue
Cambridge, MA 02140
Telephone: 617-976-1400

Other suppliers of spray applied membrane waterproofing may be used given adherence to these specifications.

2. **Installation of sheet membrane waterproofing on bridge decks.** Prior to applying a primer recommended by the manufacturer of the sheet membrane, thoroughly clean the surface of the bridge deck and the sides of the curb for a height of 1 inch above the top of the surface course and ensure that surfaces are free of all foreign material such as grease, clay, dust, salt deposits, etc. Remove all loose and/or adhering foreign material from the deck using air jets, sandblasting, mechanical sweepers, hand broom or other approved methods. Correct any unusually sharp concrete edges on the deck surface which would puncture the sheet membrane in a manner satisfactory to the County prior to the installation of the sheet membrane waterproofing.

Do not apply the primer or install the sheet membrane during wet weather conditions or when the deck and ambient temperature are below the prescribed minimum temperature for the application of the hot mix asphalt (HMA) surface course. Thoroughly clean the deck surface and ensure it is visibly dry prior to and during application of the primer.

Apply the primer uniformly with a squeegee, brush or roller and work it thoroughly into the concrete surface at a rate prescribed or recommended by the manufacturer. Apply the sheet membrane as recommended by the manufacturer, provided that the primed surface does not become contaminated with foreign matter or moisture.

After the primer has dried, apply one layer of sheet membrane. Remove the release paper, protecting the tacky surface of the membrane from the sheet membrane and roll the sheet membrane with the tacky side face down so as to bond to the primed deck surface. Apply the sheet membrane by hand methods or mechanical applicators. Overlaps must be a minimum of 4 inches at the edges and ends of each strip and shall be made in a manner to provide a shingling effect toward the low side of the deck. Seal overlaps in accordance with the manufacturer's recommended procedure. Use hand rollers or other satisfactory pressure apparatus at the barrier face to insure that the sheet membrane is uniformly adhered to the concrete. Ensure that the entire sheet membrane is free of wrinkles, air bubbles and other placement defects.

Place sheet membrane waterproofing at drop inlets, vertical concrete surfaces and roadway joints as directed by the County. At concrete curbs, barriers and other vertical concrete surfaces adjacent to areas of the bridge deck surfacing, install a sheet membrane flashing strip in the manner as directed and in accordance with the manufacturer's recommendations.

Patch any torn or cut areas or narrow overlaps by coating the area with primer and then placing sections of the sheet membrane over the defective area in such a manner that the patch extends at least 6 inches beyond the defect in all directions. Roll the patch or otherwise firmly press into the surface.

Install sheet membrane waterproofing in continuous sheets. Cutting sheet membrane waterproofing, thereby leaving temporary openings around spall and deck repairs, will not be permitted.

After the sheet membrane waterproofing has been completed, cut the sheet membrane at all deck drain pipes with 2 right angle cuts. Make the cuts to the inside diameter of the drain pipe. Turn down the corners of the membrane waterproofing, made by the cutting, into the drains and laid in a coating of primer.

Rubber tired vehicles, including paving equipment, may be allowed on the bare membrane only at such time and in such manner as approved by the County.

Pay Unit SQUARE

YARD

#### 504.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS ARE ADDED:

# The County will measure and make payment for Items as follows: Item MEMBRANE WATERPROOFING

# SECTION 602 - DRAINAGE STRUCTURE

#### 602.02 MATERIALS

#### THE FOLLOWING IS ADDED:

Provide materials as specified:

- a). Stainless Steel Storm Drain Markers are to be a 4 inch disc, 3-D embossed, with UV baked enamel paint, theft resistant, snow plow proof and installed with a bolt-on stainless steel grate fastener. All mounting bolts are to be manufactured of carbon steel & zinc plated. Detailed specifications are provided in the Appendix.
- b). All other hardware such as bolts, nuts, washers and the "medallion" are to be manufactured of stainless steel. The stainless steel medallion is to have a blue background and the words:

"NO DUMPING DRAINS TO WATERWAY" and a symbol of a "FISH" in the center.

#### 602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

#### THE FOLLOWING SUBSECTION HAS BEEN CHANGED TO:

# 602.03.03 Setting Castings, Face Plates, Resetting Castings, and Reconstructing Inlets and Manholes

#### THE FOLLOWING IS **ADDED**:

All manhole & inlet casting designated for resetting shall be reset in Class B concrete to the appropriate grade or as specified by the Engineer. For a single course resurfacing, a 36-inch minimum circular ramp of hot mix HMA concrete will be placed about the periphery of the manhole leaving 1/2 inch of the head exposed. In the case where the Contractor uses cold mix asphalt concrete for convenience; it will be removed prior to placing the hot mix asphalt surface course.

#### 602.03.05 Extension Frames and Rings

The following is **added**:

Inlet and manhole extension frames may be used to raise existing inlet castings a maximum of 3-1/2". When existing castings are required to be raised more than 3-1/2", the item reset castings shall be used. The item reset castings shall also be used to alter grades and elevations up to 12".

In areas of irregular pavement, it may be necessary to adjust the grade of existing inlets and manholes. In the event, that the Engineer considers the existing castings to be unsafe, the item **<u>Reset Existing Casting</u>** will be used. This Item will also be utilized:

Where it is necessary to replace existing inlets and manholes, with material supplied by others. In this scenario, the Contractor will be responsible for the removal of the existing

frame and cover, replacement with new material and the transport of such refuse material to a staging area. Staging areas for each road will be discussed at the preconstruction meeting. The supplier of the new material utilized will be responsible for the removal of the refuse material, from the staging area.

#### 602.04 Measurement and Payment

The following is **added**:

<u>Item</u> STANILESS STEEL STORM DRAIN MARKER with STAINLESS STEEL GRATE FASTERNER <u>Pay Unit</u> UNIT

The bid price for STAINLESS STEEL STORM DRAIN MARKER shall include all costs associated with installation of the MEDALLION to the grate of the inlet.

The unit price bid for resetting castings shall include furnishing & placement of the concrete, as well as, protection of the castings in a manner satisfactory to the Engineer, during the time they are exposed to traffic. Separate payment will not be made for extension rings and frames. All costs thereof shall be included in the unit price bid for reset castings.

In the event that the If & Where quantities for castings, curb pieces and grates are not used, the County of Union shall not be responsible for reimbursement or storage of material. Any balance of new material shall be returned to the Contractor at no cost to the County of Union. All existing inlet & manhole castings, curb pieces & grates removed as salvage shall be delivered to the Union County Division of Public Works Facility located at 2371 South Avenue, Scotch Plains, NJ. The Contractor is advised that unless directed by the Engineer, the Union County Public Works Facility will not be available for storing materials & equipment.

# SECTION 606 - SIDEWALKS, DRIVEWAYS, AND ISLANDS

#### 606.01 Description.

THE FOLLOWING IS ADDED

#### 606.03.02 Concrete Sidewalks, Driveways, and Islands.

#### THE FOLLOWING IS ADDED:

The Contractor shall include the cost of all sidewalk, apron and brick removal, excavation, material disposal, expansion joint material, reinforcement material (where necessary & directed by the Engineer), curing material, adjacent site restoration, and all other material necessary for the construction of handicap ramps, driveway aprons, and various types of sidewalk, in the cost of the various items listed above. The unit price bid for these items shall include all work described heretofore for these items.

Care should be exercised when excavating for the construction of sidewalk & curb that have Area Fire Alarm Actuators (Pull Boxes), and at signalized intersections. These areas may have direct burial electrical leads and or conduit. Since the actual locations of these materials are unknown, the Contractor is strongly advised to contact the respective Fire Department for additional information, and or use extreme caution when excavating these areas. *Any damage to existing conduit, buried electrical material, and or other buried material, while excavating for curb and handicap ramp items, shall be the sole responsibility of the Contractor to restore and or replace, to the satisfaction of the Engineer. No separate payment will be made for these repairs.* 

Disposal of concrete and asphalt will be made to an NJDEP approved recycling facility. The Contractor shall notify the Recycle Facility to provide the County with appropriate credit for recycling. Any brick pavers removed from the project shall be delivered to the respective Municipal Department of Public Works whence the material originated from.

#### **SECTION 607 - CURBS**

#### 607.01 Description.

#### THE FOLLOWING IS ADDED:

These items shall consist of the removal and disposal of various types of curb, including: concrete, Belgian block, combination curb & gutter; and or hot mix asphalt concrete curb; excavation to the proper depth; setting forms as required; placing 6" stone base as required; and pouring and finishing of concrete curb and granite as required at each location, all in the process of constructing new curb and or handicap ramps. After the stripping of forms, each site will be cleaned and restored to match all adjacent conditions, including adjoining turf repair strips in accordance with Section 805.

The Contractor's attention is directed to the construction detail entitled "<u>Typical Roadway Excavation</u> <u>& Restoration At Curbs</u>". This detail identifies the typical pavement section necessary when restoring County Roads. The Contractor shall be responsible for improving all gutterlines within two (2) feet six (6) inches of proposed curb construction. Should the Contractor damage the roadway outside of these limits while excavating/installing adjacent curb, sidewalk and or ramps, the above referenced detail shall be used for restoration procedures. The Contractor will be responsible for all material & labor necessary to improve the gutterline as directed by the Engineer AND to restore the damaged road section. No additional payment will be made for any material & labor involved with said work beyond the aforementioned two (2) feet six (6) inches of the proposed curb.

#### 607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

#### C. Installing Joints

The following is added to this sub-Section:

Expansion joints shall be provided opposite joints in abutting concrete surface course and at approximately equal distances of not more than **10** feet between joints. Joints shall be filled with preformed expansion joint filler,  $\frac{1}{2}$  inch thick, which shall be flush with the top and face. Between concrete curbs and concrete surface or base course,  $\frac{1}{2}$ -inch, preformed, expansion-joint filler shall be installed and the joint shall be sealed with hot-poured joint sealer.

All materials and equipment necessary to complete the type of curb installation described in Section 607.03.02, where necessary, will also be included in the overall payment for this Item.

#### D. Placing Concrete.

#### THE ENTIRE TEXT IS CHANGED TO:

Place concrete for vertical curb and sloping curb as specified in 607.03.01.D, except that consolidation may be achieved by hand spading or internal mechanical vibrators.

#### 607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled

#### **D.** Placing Concrete.

#### THE ENTIRE TEXT IS CHANGED TO:

Place concrete for vertical and sloping curb as specified in 607.03.02.D.

607.05 Granite Curb

THIS SUBSECTION HAS BEEN RENAMED AS FOLLOWS:

607.05 Belgian Block Curb

607.04 Measurement and Payment

THE FOLLOWING IS ADDED:

<u>Item</u> BELGIAN BLOCK CURB 10" x 20" CONCRETE VERTICAL CURB <u>Pay Unit</u> LINEAR FEET LINEAR FEET

The Contractor shall include the cost of all curb removal, excavation, material disposal, expansion joint material, curing material, adjacent site restoration and dowels (where required) in the cost of the curbs. All curbs shall be depressed at handicap ramps, in accordance with the respective construction details, included in these specifications. All materials, labor & equipment necessary to complete this work shall be included in the unit price bid for the curb item. The unit price bid for this item shall include all work described heretofore.

The construction of cheek walls associated with the installation of ADA curb ramps, as shown on the Construction Details for the various types, shall be paid for as 10" x 20" Concrete Vertical Curb.

# SECTION 610 - TRAFFIC STRIPES, TRAFFIC MARKINGS AND RUMBLE STRIPS

#### 610.01 Description

#### THE FOLLOWING IS ADDED TO THIS SECTION:

This item shall consist of furnishing and installing white & yellow pavement lines to HMA or Portland cement concrete surface. Thermoplastic Long-Life material shall be used for all permanent lines on hot mix asphalt concrete or Portland cement concrete surfaces, in accordance with these provisions and in conformance to the dimensions and locations as established by the Engineer.

#### The Contractor shall replace all existing striping unless otherwise directed by the engineer.

Traffic stripes and pavement markings of the various types, shall be installed prior to the roadway being opened for traffic, unless prior approval is obtained from the Engineer. Should this approval be granted, or such is not recommended by the Manufacturer of the material, the Contractor shall premark the newly surfaced road, prior to such being opened to traffic, and in the presence of the Engineer's representative. The use of traffic control devices (i.e., cones or drums) to delineate traveled ways, crosswalks, stop bars, etc. will not be allowed.

# Temporary tapes and/or paint may be utilized on milled surfaces only. No additional payment will be made for temporary traffic tape and or paint. All labor & materials necessary to install and remove temporary striping items shall be made part of the various striping items as described herein.

Under this contract, there may be locations in which existing striping conflicts with the proposed permanent striping. In this case, the Contractor or Sub-Contractor shall remove the existing striping as directed by the Engineer, and shall be considered as part of this item. No separate payment will be made for the removal of stripes or pavement markings.

Installation of various Two Way Plowable Pavement Reflectors & Castings, include removal of existing pavement reflectors and castings, and disposal of such, including the lenses when still intact.

Materials used on this project shall meet all manufacturers' specifications.

#### 610.02.01 Materials

#### THE FOLLOWING MATERIALS ARE RENAMED TO:

Traffic Stripes	12.03.01
Traffic Markings9	12.03.02

#### 610.02.02 Equipment.

The following is added:

The equipment for applying thermoplastic material shall be capable of providing continuous mixing and agitation of the material. The parts of the equipment conveying the material between the main reservoir and the shaping die shall be so constructed to prevent accumulation and clogging. The mixing and conveying parts and the shaping dies or spray gun shall be capable of maintaining the material at optimum plastic temperature. The equipment shall be so constructed to ensure continuous uniformity in the dimensions of the entire stripe or marking. The kettle provided for the melting and heating of the thermoplastic material shall be equipped with an automatic thermostat control device and heated by a controlled heat-transfer liquid rather than by a direct flame. The heating kettle and applicator shall be equipped and arranged to meet the National Board of Fire Underwriters and State and Federal regulations. The parts of the equipment that come in contact with the material shall be easily accessible for cleaning and maintenance.

All equipment for applying traffic stripes or traffic markings shall be equipped with glass bead dispensers of a type that will mechanically and automatically dispense beads uniformly on wet stripes or markings at the rates specified.

#### 610.03 CONSTRUCTION

#### 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 hotspray the compound at a temperature of between 100 and 130 °F onto dry surfaces. Apply the compound with a wet film thickness of  $20 \pm 1$  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  $90 \pm 1$  mils.

Immediately after, or in conjunction with the thermoplastic extrusion, uniformly apply glass beads to the wet material at a minimum rate of 10 pounds per 100 square feet of markings. Apply glass beads by mechanical means only.

#### THE FOLLOWING IS ADDED TO SUBSECTION C:

The traffic lines shall be applied in accordance with the manufacturer's installation instructions.

All traffic stripes, words, legends and markings shall conform to the current edition of the **Manual on Uniform Traffic Control Devices (MUTCD)** for size, color, shape and placement.

All stop bars shall be 24" wide white lines. All longitudinal lines, broken or dashed, shall be installed as follows: 10-foot solid line with a 30-foot gap. All shoulder lines shall be 4" wide white line; lane lines at intersections shall be 8" wide white lines; crosswalk lines (perimeter) shall be 8" wide white lines.

Crosswalk cross hatching shall be 12" wide white at 3' center to center, utilizing the ladder type, regardless of the existing cross hatching width; crosswalk hatching shall be installed parallel to the road centerline and <u>not</u> perpendicular to the crosswalk. Traffic island gore hatching shall either be 24" wide white or yellow line, regardless of existing width. All crosswalks shall be 8 feet in width, with white perimeter lines as described above

All centerline markings shall be a four-inch wide double yellow line for the entire length of these roads. Additionally, the Contractor performing this work shall provide a six-inch wide gap between the double yellow lines for the placement of plowable raised pavement markers, either installed under this or future contracts. In the event that a six-inch wide gap is not provided, the Contractor shall remove that length of line not in compliance and reapply the material to provide the required gap distance without additional compensation. Openings 6" in length may be provided at 20 foot intervals along edge lines placed on the inside radius of super elevated curves, to avoid surface ponding.

Longitudinal lines shall be offset at least 4 inches from construction joints of Portland cement concrete pavements and joints and shoulder breaks of hot mix asphalt concrete pavements.

All stray materials which result from the application of traffic marking lines and symbols shall be cleaned up and disposed of prior to opening the road to traffic and to the satisfaction of the Engineer. **The use of grinders or similar method will not be allowed on the new pavement surface.** Additionally where applicable, excess glass beads that are on the roadway surface shall be cleaned up prior to opening the road to traffic. The beads must be swept or vacuumed up. The use of blowers to clean the roadway surface of glass beads is not an acceptable method of removal.

When traffic lines are specified in the contract for newly paved asphalt concrete surfaces, they shall be applied before public traffic is allowed on the freshly paved surface. In snow removal states, the traffic lines should preferably be inlaid in the fresh surface during final rolling of the mat, but in any case they shall be applied before the close of the shift on the day that the surface is paved. These traffic lines can also be overlaid on existing pavement surfaces in accordance with the manufacturer's installation instructions.

#### THE FOLLOWING IS ADDED TO SUBSECTION D:

**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

At no additional compensation by the County, the Contractor shall remove all traffic paint where the striping or markings will not be directly under long-life material, replace long-life traffic stripes or traffic markings damaged due to any sawing or sealing of joints in the HMA overlay, and replace all existing pavement reflectors that have been marred by striping or marking material as a result of improperly located traffic stripes or 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.

Complete each application of traffic markings and allow to thoroughly dry. All stray materials which result from the application of traffic lines and markings shall be cleaned up and disposed of prior to opening the road to traffic and to the satisfaction of the Resident Engineer. The use of grinders or similar method will not be allowed on newly paved surfaces. Additionally, where applicable, excess glass beads that are on the roadway surface shall be cleaned up prior to opening the road to traffic. The beads must be swept or vacuumed up - the use of blowers to clean the roadway surface of glass beads is not an acceptable method of removal.

**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.

#### 610.03.03 Raised Pavement Markings (RPM)

#### THE FOLLOWING HAS BEEN ADDED:

This specification covers a type of snow-plowable, durable, abrasion-resistant, retroreflective raised pavement marker designed for lane marking and delineation. The markers shall be designed to provide highly effective, long-life nighttime visibility.

All work associated with the installation of reflectors and castings, including road preparation, sand blasting, and use of epoxy and priming agents, etc., shall be included in the overall unit price bid for these items.

The marker shall be manufactured from an engineering thermoplastic polymer (polycarbonate) meeting ASTM Standard Specification for Plowable, Raised Retroreflective Pavement Markers D4383-96 and designed for superior impact resistance and weatherability. The marker shall incorporate an abrasion resistant ceramer hardcoat, microcube corner optics retroreflective lens, and pressure sensitive adhesive pad (excludes Model 194). These features are designed to provide long-lasting nighttime visibility by resisting breakage, providing optimal angularity, and adhering firmly to the casting. These markers are intended for application in a nodular iron holder (casting) with an adhesive.

The markers shall be durable, impact-resistant, abrasion-resistant, snow-plowable, raised, and retroreflective. The designed application of the marker is for longitudinal and gore markings on new and existing roads in snowplow regions.

All markers shall be applied in accordance with the manufacturer's recommendations.

Marker configurations shall be installed in accordance with NJDOT Standard Details.

#### 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.

#### 610.03.08 Removal of Traffic Stripes and Markings

#### THE FOLLOWING HAS BEEN ADDED:

Equipment for removing the various types of traffic stripes or traffic markings shall be designed with a vacuum system to remove all millings from the pavement surface and prevent airborne residue from escaping into the atmosphere. All equipment including traffic marking tape applicator and retrometer shall be duly calibrated and shall conform to manufacturer's requirements.

#### 610.04 MEASUREMENT AND PAYMENT

#### THE FOLLOWING IS ADDED:

Item

Pay Unit

TRAFFIC MARKINGS, LINES TRAFFIC MARKINGS, SYMBOLS LINEAR FOOT SQUARE FEET

#### THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

It shall be the responsibility of the Contractor performing this work to provide a breakdown of materials and footage applied at the end of each workday to the County. In the event of a discrepancy between the County and the Contractor's as-built quantity, both the County and the Contractor will re-measure all roads to resolve their differences. This will take place before final contract payment occurs.

In the event of a discrepancy between the County and the Contractor's as-built quantity, both the County and the Contractor will re-measure all roads to resolve their differences. This will take place before final contract payment occurs.

# Removal of RPM's when directed by the RE shall be included in the bid pay items of the various RPM's types.

The quantity shown in the Bidding Sheets represents the total 4-inch line equivalent for the Traffic Markings, Lines.

Traffic markings of the various types and materials for words, arrows or other pavement symbols will be measured by square feet.

Payment for traffic stripes will be made for the number of linear feet installed, accepted and placed in accordance with the requirements of these and the manufacturer's specifications at the price bid per linear foot under the item TRAFFIC MARKINGS, LINES.

Pavement markings of the various types, will be paid for at the contract bid price per square foot, that shall be full compensation for cleaning and preparing the pavement surface, furnishing and installing all materials and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

#### No additional payment will be made for the removal of reflectors & castings.

The cost for the removal of traffic lines and markings including solid areas, letters, arrows, and other symbols from HMA and Portland cement concrete surfaces shall be included in the unit price bid for this item.

Traffic lines will be paid for at the contract unit price, which shall be full compensation for cleaning and preparing the pavement surface, for furnishing and placing all materials, and for all materials, labor, tools, equipment and incidentals necessary to complete the work.

At no cost to the County, the Contractor shall remove all traffic paint where the striping or markings will be directly under proposed long-life material, replace long-life traffic stripes or traffic markings damaged due to any sawing or sealing of joints in the hot mix asphalt concrete overlay (resurfacing), and replace all existing pavement reflectors that have been marred by striping or marking material as a result of improperly located traffic stripes or traffic markings

#### Section 651 - WATER

#### 651.04 Measurement and Payment

#### THIS SUB-SECTION IS CHANGED AS FOLLOW:

The item *Reset Water Valve Box* shall not be measured and no separate payment will be made.

#### SECTION 653 - GAS

#### 653.04 Measurement and Payment

#### THIS SUB-SECTION IS CHANGED AS FOLLOW:

The item Reset Gas Valve Box shall not be measured and no separate payment will be made.

#### **SECTION 901 - AGGREGATES**

#### 901.10.03 Virgin and RAP Mixture

#### 3. Density Control

THE FOLLOWING IS ADDED:

When AASHTO T 310 (Direct Transmission Method, nuclear gauge method for measuring density and moisture content) is used to perform Compaction Acceptance Testing (Subsection 302.03.01), a representative sample of five tests for each 5,000 square yards lot will be taken.

#### **SECTION 902 - ASPHALT**

#### 902.02.02 Composition of Mixtures

#### TABLE 902.02.02-2 IS CHANGED TO:

Table 902.02.02-2 Additional Fine Aggregate Requirements for HMA						
Tests Test Method Minimum Percent						
Uncompacted Void Content of Fine Aggregate	AASHTO T 304, Method A	45				
Sand Equivalent	AASHTO T 176	45				

#### 902.02.04 Sampling and Testing

#### B. Sampling.

#### THIS ENTIRE PART IS CHANGED TO:

The ME will take a random sample from each 700 tons of production for volumetric acceptance testing and to verify composition. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665.

#### 902.03.02 Mix Design

#### THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

#### UNLESS OTHERWISE APPROVED BY THE ENGINEER, ONLY ONE SOURCE OF SUPPLY FOR HOT MIX ASPHALT MATERIAL MAY BE USED ON THE PROJECT.

#### THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will test 2 specimens to verify that the final JMF produces a mixture that has a minimum void content as specified in Table 902.03.03-1. The ME will determine percent air voids according to AASHTO T 209, and either NJDOT B-6 or AASHTO T 331.

#### 902.03.03 Sampling and Testing

#### THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material.

#### THE SECOND PARAGRAPH IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct air voids and drain down tests as directed by the ME.

#### THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308 or NJDOT B-5. Perform testing for air voids according to AASHTO T 209 and either NJDOT B-6 or AASHTO T 331. Perform testing for drain down according to NJDOT B-7 or NJDOT B-8.

#### 902.04.03 Sampling and Testing

#### THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material. Maintain the temperature of the mix between 300 °F and 330 °F. Perform and meet requirements for quality control testing as specified in 902.02.04.C.

#### THE SECOND PARAGRAPH IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct drain down tests as directed by the ME.

#### 902.05.01 Composition of Mixture

#### THE FIFTH PARAGRAPH IS CHANGED TO:

For fine aggregate, use stone sand conforming to 901.05.02. Ensure that the combined fine aggregate in the mixture conforms to the requirements in Table 902.02.02-2.

#### 902.05.02 Mix Design

#### THE FIRST PARAGRAPH IS CHANGED TO:

Design the SMA to meet the requirements in Table 902.05.02-1 and Table 902.05.02-2. Prepare the JMF according to AASHTO R 46. Determine the JMF at 4 percent air voids and 75 gyrations of the Superpave gyratory compactor.

#### TABLE 902.05.02-2 IS CHANGED TO:

Table 902.05.02-2 SMA Mixtures Volumetric For Design and Plant Production					
	Production				
Property	<b>Control Tolerances</b>	Requirement			
Air Voids	$\pm 1\%$	4.0%			
Voids in Mineral Aggregate (VMA)	_	17.0% minimum			
VCA <sub>mix</sub>	_	Less than VCA <sub>dry</sub>			
Drain down @ production temperature	_	0.30% maximum			
Asphalt Binder Content (NJDOT B-5)	$\pm 0.15\%$	6% minimum			
Asphalt Binder Content (AASHTO T 308)	$\pm 0.40\%$	6% minimum			
Tensile Strength Ratio (AASHTO T 283)	_	80% minimum			

#### 902.05.03 Sampling and Testing

#### THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material.

#### THE SECOND PARAGRAPH IS CHANGED TO:

During production at the plant, the ME will take a sample from each 700 tons of production to verify composition and air voids. Conduct drain down, VCAmix, VCAdry, and VMA testing as directed by the ME. Perform tests according to AASHTO R 46.

#### THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308, or NJDOT B-5. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166 or AASHTO T 331. The ME will use the most current QC maximum specific gravity test result, obtained according to AASHTO T 209, in calculating the volumetric properties of the SMA. Perform testing for drain down according to AASHTO T 305.

#### 902.06.03 Sampling and Testing

#### THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure that the mix meets the requirements as specified in 902.02.04.A, except that the temperature of the mix at discharge is required to be between 230 °F and 275 °F, otherwise the RE or ME will reject the material.

#### THE SECOND PARAGRAPH IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct drain down tests as directed by the ME.

#### **SECTION 903 - CONCRETE**

#### 903.02 Chemical Admixtures.

#### 903.02.05 Corrosion Inhibitor Admixture

#### THE FOLLOWING IS ADDED:

Corrosion inhibitor products that are to be used in the fabrication of concrete items shall be as follows:

#### 903.07 Quick-Setting Patch Materials

Use quick-setting patch material that is listed on the qualified products list (<u>QPL</u>) and is ready for mixing according to the manufacturer's recommendations. Follow the manufacturer's recommendations regarding the required water demand for the patching material. Use patching material that is concrete gray in color and contains no calcium chloride or other ingredients that cause corrosion to steel reinforcement. If adding coarse aggregate to patching material, use broken stone conforming to <u>901.03.01</u>. Ensure that the material is quick-setting for use in concrete patching where fast setting, rapid strength gain, non-shrink, and high bond strength characteristics are needed. The materials engineer (ME) will add products to the QPL only after testing and evaluation in the field, after service for 1 year.

The classifications for quick-setting patch materials are as follows:

- 1. **Type 1A.** Suitable for use above water. Type 1A products have manufacturer specified mix proportions with aggregates that would preclude it from being classified as a Type 1. The ME will approve the mix proportions before adding the material to the QPL. The manufacturer shall provide mixing proportions, including the required type and size of aggregate and the proportion of patching material, aggregate/sand, and water. At least 10 days before the start of placement, propose aggregates for verification trial batching based on the manufacturer's pre-approved proportions. The ME will verify that the proposed quick setting patch mixture meets the required physical properties.
- 2. **Type 1B.** Suitable for use above water. Type 1B products are those products that have course aggregate, sand, or both pre-packaged with the cementitious material. The ME will test this material, including a field trial, prior to adding it to the QPL. The manufacturer shall designate the amount of aggregate and shall maintain the total aggregate within ±10 percent of this stated amount. The ME will randomly test the aggregate to ensure that the overall percentage of aggregate is within ±10 percent of the total and that the gradation on individual sieves does not vary more than ±10 percent from the gradation of the originally approved sample. The manufacturer shall use an aggregate supplier that is listed on the <u>QPL</u>. The ME will disapprove quick-setting patch material that fails to comply with the aggregate consistency requirements. If the manufacturer makes any changes to the formulation, the ME will require that the material be resubmitted for approval. Do not add additional aggregate in the field.

If liquid activator, other additives, adhesive, or bonding agents are integral to the performance of the patch material, the manufacturer shall provide the material so that 1 package of additive, activator, adhesive or bonding agent is required for 1 package of patch material. Mix patch material as specified in <u>903.03.04</u>.

Use quick setting patch material that meets the requirements in <u>Table 903.07-1</u> when tested according to <u>NJDOT C-2</u>. Mix quick-setting patch according to the manufacturer's recommendations.

Bond Strength	
7-day (minimum)	1000 psi
28-day (minimum)	2000 psi
Expansion/ Shrinkage	
Cured in Water (maximum)	+0.20%
Cured in Air (maximum)	-0.20%
Difference (maximum)	0.30%
Durability	
Retained strength at 50 cycles (minimum)	90%
Visual condition rating at 50 cycles (maximum)	3
Permeability (maximum chloride content at 2 inches)	$2.5 \text{ lbs/yd}^3$
Compressive Strength	
3-hour (minimum)	2000 psi
1-day (minimum)	3000 psi
7-day (minimum)	4000 psi
28-day (minimum)	4500 psi
Time of Set in minutes (minimum)	15

#### Table 903.07-1 Requirements for Quick Setting Patch Material Type 1A and 1B

#### THE FOLLOWING IS ADDED:

#### 903.11 Membrane Waterproofing

As per the Manufacturers Specifications

#### (NOT FOR USE WITH COLORED CONCRETE PRODUCTS)

Calcium Nitrite Based as produced by W.R. Grace & Company 2133 85<sup>th</sup> Street North Bergen, NJ 07047 Telephone: 201-869-5220

Calcium Nitrite Based as produced by The Euclid Chemical Company 5 Joanna Court East Brunswick, NJ 08816 Telephone: 732-390-9770

Calcium Nitrite Based as produced by Master Builders Inc. 798 Welsh Road Huntingdon Valley, PA 19006 Telephone: 215-938-7501 Calcium Nitrite Based as produced by SIKA Corporation 201 Polito Avenue Lyndhurst, NJ 07071 Telephone: 800 - 933 - SIKA (7452)

Calcium Nitrite Based as produced by Great Eastern Technologies, LLC "Chem Strong CI" 515 Route 528 P. O. Box 3015 Lakewood, NJ 08701 Telephone: 888 - 452 – 9348

#### SECTION 912 - PAINTING, COATINGS, TRAFFIC STRIPES AND TRAFFIC MARKINGS

#### 912.03.01 Epoxy Traffic Stripes

#### THE SUBPART HEADING IS CHANGED TO:

#### 912.03.01 Traffic Stripes

#### B. Glass Beads.

#### THE FIRST PARAGRAPH IS CHANGED TO:

Submit certifications of compliance as specified in 106.07 for each lot of glass beads used on the Contract. For each lot of glass beads, submit test results indicating the parts per million of lead, antimony and arsenic as determined by testing according to Environmental Protection Agency testing method 3052 and testing method 6010B or 6010C. Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 100 ppm of arsenic.

#### 912.03.02 Thermoplastic Traffic Markings

THE SUBPART HEADING IS CHANGED TO:

#### 912.03.02 Traffic Markings

#### THE SUB-SECTION SHALL BE REVISED AS FOLLOWS:

For traffic markings, use either preformed or hot extruded thermoplastic conforming to AASHTO M 249, except that for preformed thermoplastic, the minimum thickness requirement is 90 mils. Use beads conforming to AASHTO M 247, Type 1, with a moisture resistant coating. Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 100 ppm of arsenic.

Submit certifications of compliance, as specified in 106.07, for each batch of materials used on the Contract. For each lot of glass beads, submit test results indicating the parts per million of lead, antimony and arsenic as determined by testing according to Environmental Protection Agency testing method 3052 and testing method 6010B or 6010C.

Thermoplastic for long-life traffic markings shall be hot extruded material. Thermoplastic material shall be applied to the road surface in a molten state by the *Ribbon/Extrude Method*, whereby, the suspended extrusion die has multi (four) sided control of the flow and shape of the materials. The thermoplastic shall conform to the requirements of AASHTO M 249, except as follows:

- 1. All thermoplastic material shall be applied at a *thickness of 125 mils*.
- 2. For white, the composition of the mixture shall be as follows:

Component	Percent by weight
Resin/Binder	
Glass Beads (pre-mix)	
White Pigment	10 percent minimum
Calcium Carbonate and Inert Fillers	
(shall not contain silica other than as glass beads)	

3. Only yellow non-lead formulas shall be used, the composition of the mixture shall be as follows:

Component	Percent by weight
Resin/Binder	
Glass Beads (pre-mix)	
Yellow Pigment	
Calcium Carbonate and Inert Fillers	*
(shall not contain silica other than as glass beads)	

The yellow material's combined totals of lead, cadmium, mercury, and hexavalent chromium shall not exceed 100 parts per million. *The thermoplastic manufacturer shall certify, according to Sub-section 106.04, that the material will meet the requirements specified.* 

The material, when formed into traffic stripes & markings, shall be readily renewable by placing an overlay of new material directly upon an existing line of the same material. Such new material shall bond itself to the existing line in such a manner to avoid splitting and or separation. *The thermoplastic material shall not deteriorate on contact with the following: Sodium Chloride, Calcium Chloride, or other de-icing chemicals; oil contents of paving materials and or vehicles.* 

#### 912.03.03 Raised Pavement Markers (RPM)

#### THE FOLLOWING SUBSECTION HAS BEEN REPLACED IN ITS ENTIRETY AS FOLLOWS:

#### **<u>1.0 REQUIREMENTS</u>**

The marker shall meet the following specified requirements:

- 1.1 Color
  - 1.1.1 The marker body shall be produced in black. The color of the retroreflective lens shall be white, yellow, red, or as specified.

#### 1.2 Dimensions

1.2.1 The typical dimensions of the marker shall be:

Model	190		19	)4	198		
Height	0.4 in.	(10 mm)	0.52 in.	(13 mm)	0.4 in.	(10 mm)	
Width	1.9 in.	(48 mm)			1.65 in.	(42 mm)	
Length	3.95 in.	(100 mm)	3.9 in.	(99 mm)	3.95 in.	(100 mm)	
Face Angle	30°		35°		30 °		
Pad Thickness	.04 in.	(1.0 mm)			.04 in.	(1.0 mm)	
Footprint			0.23 in.	(5.8 mm)			

#### **1.3 Test Conditions**

1.3.1 Unless otherwise specified, all test specimens shall be conditioned for 24 hours at  $73.4^{\circ} \text{ F} \pm 3.6^{\circ} \text{ F} (23.0^{\circ} \text{ C} \pm 2.0^{\circ} \text{ C})$ 

#### **1.4** Type Retroreflectance

1.4.1 Type retroreflectance refers to marker luminance measured using simplified viewing conditions as convenient means of describing uniformity of marker characteristics for quality control purposes when specifying a unique marker type. The white, yellow/amber, red, blue, or green markers shall have initial minimum retroreflectance values specified as the product of Tables 1 and 2 when measured in accordance with ASTM E809. The photometric quantity to be measured is the coefficient of retroreflected luminous intensity ( $R_1$ ), expressed as millicandelas per lux (mcd/lx). One candela per lux equals 10.76 candelas per footcandle.

#### Table 1, Minimum R<sub>I</sub> Values

Entrance angle ( $\beta_2 = \beta_1 = 0^\circ$ )	0°	±20°
Observation angle:	.2°	.2°
$Minimum R_{I} (cd/ftcd)$	3.0	1.2
Minimum $R_I$ (mcd/lx)	279	112

**Table 2, Color Multiplying Factors** 

Color	White	Yellow/Amber	Red	Blue	Green
Multiplying	1	0.6	0.25	0.1	0.33
Factor					

Performance Retroreflectance: Performance retroreflectance refers to marker luminance as viewed by the driver under standardized road and vehicle conditions. This property is often called "Driver Geometry Retroreflection." Measurement under simulated use conditions ensures that all geometric viewing angles are taken into account during testing, including the rotation angle, which is an important consideration when evaluating markers with prismatic retroreflective lenses. The markers shall have initial minimum retroreflectance values specified as the product of Table 2 and Table 3 when measured in accordance with ASTM E809. The photometric quantity to be measured is the coefficient of retroreflected luminous intensity  $(R_I)$ , expressed as millicandelas per lux (mcd/lx). One candela per lux equals 10.76 candelas per footcandle.

In Table 3, the angles referenced correspond to the entrance, rotation, and observation geometry for a driver in a standard vehicle with pavement markers placed on a lane line to the left of the vehicle. The measured value at each simulated distance is the sum of the marker coefficient of retroreflected luminous intensity from when illuminated by the simulated left and right headlights. Test set up and measurement geometry is illustrated in Figure 1.

	ulated tance Meters	Headlight	Observation Angle (a) (degrees)	Rotation Angle (ɛ) (degrees)	Entrance Angle (b) $\beta_1 \qquad \beta_2$		Minimum R <sub>I</sub> (mcd/lux) left + right
100	30	Left	0.95	19	-2.0	-1.6	40
		Right	2.91	-72	4.6	-2.9	
300	91	Left	0.35	24	-0.7	-0.5	350
		Right	0.90	-69	1.4	-1.0	
500	152	Left	0.22	24	-0.4	-0.3	600
		Right	0.53	-68	0.8	-0.6	

Table 3, R<sub>I</sub> "Driver Geometry"

Note: In laboratory testing Entrance Angles  $\beta_1$  and  $\beta_2$  are set to equal  $0^\circ$  and Left/Right Rotation Angles  $\epsilon$  are set to  $20^\circ$ /- $70^\circ$  as an approximation with little loss of accuracy.

Figure 1, Driver Geometry (CIE Notation)

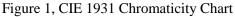
#### 1.5 Retroreflected Color

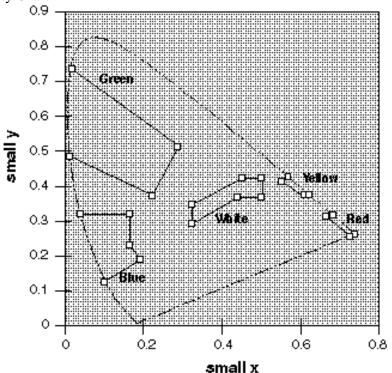
1.5.1 The retroreflected color of the markers shall lie within the respective retroreflected color gamut coordinates, plotted on the 1931 CIE Chromaticity (x, y) diagram, described in Table 3 and Figure 1 when tested in accordance with ASTM E811 using CIE Illuminant Source A and viewing conditions of  $0.2^{\circ}$  observation angle,  $0^{\circ}$  entrance angle. The source and receptor angular apertures shall each be 6 minutes of arc.

	Wł	nite	Yel	low	Re	ed	Gre	een	Bl	ue
Point Number	х	у	х	у	х	у	х	У	x	у
1	0.310	0.348	0.545	0.424	0.650	0.330	0.009	0.733	0.039	0.320
2	0.453	0.440	0.599	0.439	0.668	0.330	0.288	0.520	0.160	0.320
3	0.500	0.440	0.609	0.390	0.734	0.265	0.209	0.395	0.160	0.240
4	0.500	0.380	0.597	0.390	0.721	0.259	0.012	0.494	0.183	0.218
5	0.440	0.380	-	-	-	-	-	-	0.088	0.142
6	0.310	0.283	-	-	-	-	-	-	-	-

Table 4,	Retroreflected	Color Gamut	Coordinates
----------	----------------	-------------	-------------

If two points lie on the spectrum locus line, they must not be connected by a straight line, but rather should, in this case, be joined by the boundary of the spectrum locus.





#### **1.6** Adhesive Bond Strength

1.6.1 The adhesive bond strength for replacement markers (not installed in holders) will not be less than .08 MPa (12 psi) when measured in accordance with ASTM D4383.

#### 1.7 Compressive Strength

1.7.1 The marker shall support a load of 2721kg (6,000 lbs) without breakage or significant deformation of the marker when tested in accordance with ASTM D4383. It is understood that significant deformation of the marker shall be 0.13 in. (3.2 mm).

#### a. Scratch Resistance

1.8.1 The marker shall meet ASTM D 4383-96 scratch resistance test. The coefficient of retroreflected luminous intensity of the markers shall be measured after subjecting the entire lens surface to 100 rubs with a 1 in. (25.4 mm) diameter flat pad of No. 3 coarse steel wool conforming to Federal Specification FF-W-1825A. A load of  $50 \pm 0.5$  lb. ( $22 \pm 2.0$  kg.) is applied to the steel wool pad during testing. The markers shall meet the minimum retroreflective values specified as the product of values shown in Tables 1&2 and Tables 3&2.

#### **1.9** Abrasion Resistance

1.9.1 The coefficient of retroreflected luminous intensity of the markers shall be measured after subjecting the entire lens surface to 100 grams per square centimeter of falling silica carbide per ASTM D968. The markers shall meet the minimum retroreflective values specified as the product of values shown in Tables 1&2 and Tables 3&2. Note: the marker will require indexing across the test plate to ensure all areas of the lens are subjected to the falling silica carbide.

#### a. **Temperature Resistance**

2.0.1 The marker shall comply with the initial minimum brightness requirements as specified as the product of values shown in Tables 1&2 after conditioning for 12 hours at  $145^{\circ}F \pm 5^{\circ}F$  (62.7°C ± 2.5°C).

#### b. Impact Resistance

- 2.1.1 The marker shall pass both Level 1 and Level 2 tests for meeting the high performance impact resistance standard to insure a long life marker.
  - 2.1.1.1 Level 1 Impact Test: Standard Specification. The marker shall meet ASTM D4383-96 impact resistance test minimum requirement.

2.1.1.2 Level 2 Impact Test: Performance Specification.

The marker body shall display no cracking or breakage outside the impact area when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker shall be positioned in such a way that the Tup strikes top of the marker.

The marker lens shall display no cracking outside the impact area greater than  $\frac{1}{4}$ " (0.635 cm) when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker shall be placed in a fixture designed to hold the marker lens horizontal and positioned such that the TUP strikes the center of the lens.

#### 2.2 **Resistance to Penetration of Water**

2.2.1 The markers shall be conditioned for 10 minutes at  $145^{\circ}F \pm 5^{\circ}F$ (62.7°C ± 2.5°C) and then immediately submerged in a water bath at 70°F ± 5°F (21°C ± 2.5°C) for 10 minutes. The markers should then be removed from the water bath, wiped dry with a soft cloth, visually inspected for penetration of water behind the lens, and measured for reflectivity in accordance with ASTM E809. The markers shall meet the initial minimum retroreflectance specified as the product of values shown values in Tables 1 & 2.

#### 912.04 Temporary Traffic Stripes and Markings

#### 912.04 Latex Paint

#### THE FOLLOWING SHALL BE ADDED TO THE BEGINNING OF THIS SUB PART:

Latex Traffic Paint shall only be utilized and accepted for use as temporary striping & marking of milled surfaces. All other striping & markings shall conform to Sub-sections 912.10.C, as amended herein. Temporary traffic marking tape may also be used; however, product will require approval of the Engineer, prior to any use.

#### 912.04.01 Latex Paint

#### THE ENTIRE SUBPART TEXT IS CHANGED TO:

For temporary traffic stripes, use latex traffic paint that is a fast-drying white, or non-lead yellow, readymixed pigmented binder emulsified in water and capable of anchoring reflective glass beads that are separately applied. Ensure that the color matches FED-STD-595B color chip No. 33538 for yellow and No. 37886 for white. Ensure that the paint has a maximum no-track time of 120 seconds when applied in a wet film thickness of  $15 \pm 1$  mil, at 140 °F, and with 12 pounds per gallon of glass beads. In addition, ensure that the finished product meets the following:

- 1. Volume of solids is a minimum 61 percent.
- 2. Total solids are a minimum of 77.5 percent total non-volatiles by weight, when tested according to ASTM D 2369.
- 3. Weight per gallon is a minimum  $14 \pm 0.2$  pounds per gallon for each color.
- 4. Hegman Grind is a minimum of 2 Hegman when tested according to ASTM D 1210.
- 5. Viscosity is between 70 and 95 Krebs Units at 77 °F, when tested according to ASTM D 562.

Use glass beads conforming to AASHTO M247, Type 1, with a moisture resistance coating. Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 100 ppm of arsenic.

Submit a certification of compliance, as specified in 106.07, for latex and glass beads. For each lot of glass beads, submit test results indicating the parts per million of lead, antimony and arsenic as determined by testing according to Environmental Protection Agency testing method 3052 and testing method 6010B or 6010C.

#### SECTION 1009 - HMA PLANT EQUIPMENT

#### **1009.01 HMA PLANT**

#### A. Requirements for HMA Mixing Plants.

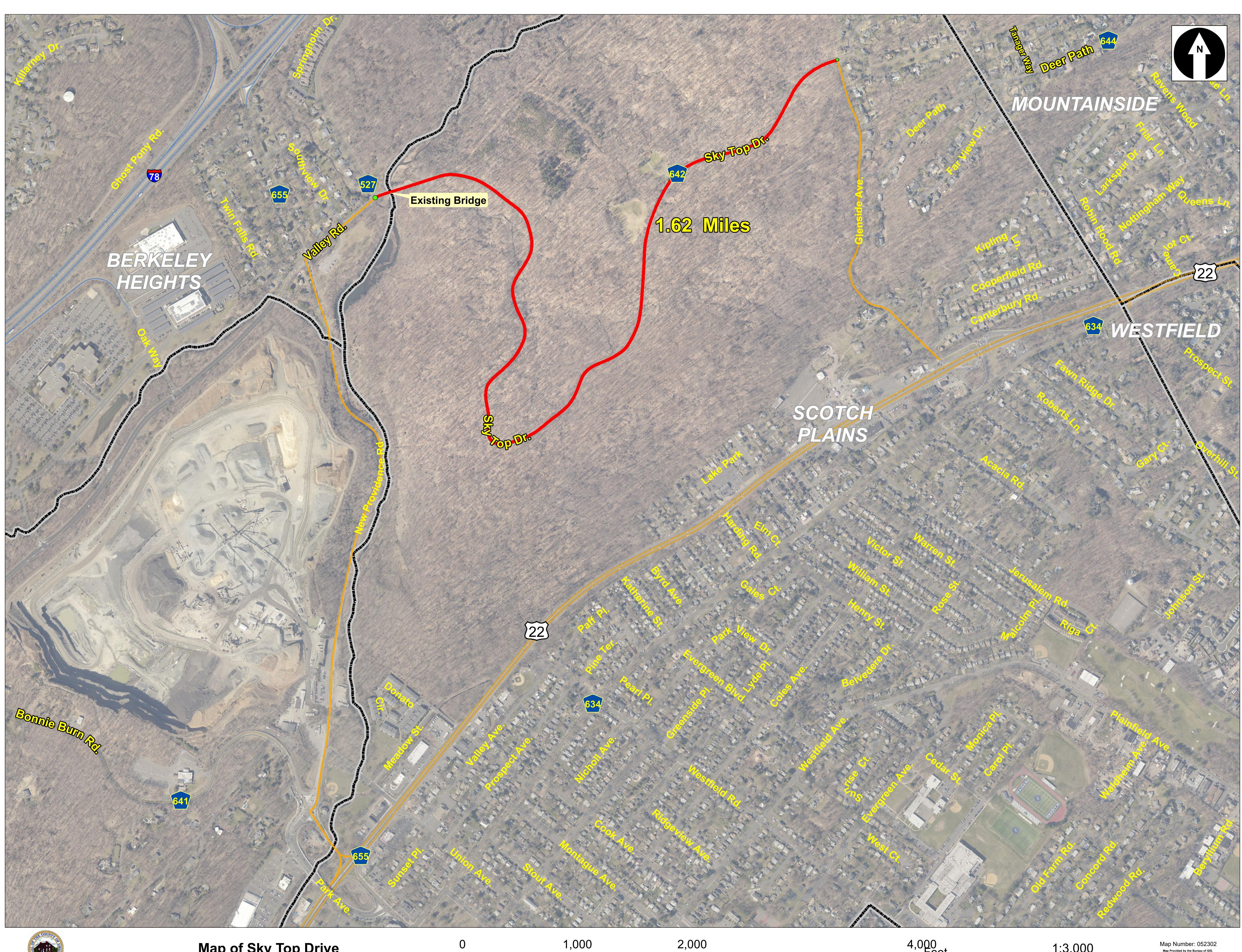
#### THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The HMA producer is required to have a quality control (QC) program plan approved annually by the ME as per Materials Approval Procedure MAP-102. The HMA producer is required to ensure that the QC plan conforms to the requirements outlined in the report entitled "Hot Mix Asphalt Quality Control Program Plan" prepared by the Department of Transportation and New Jersey Asphalt Paving Association. Failure to follow these requirements will result in rejection of HMA materials supplied by the HMA producer and removal of the HMA supplier from the QPL.

#### 2016 ROAD IMPROVEMENT PROJECT COUNTY OF UNION, NEW JERSEY BA#32-2016; Union County Engineering Project #2016-017

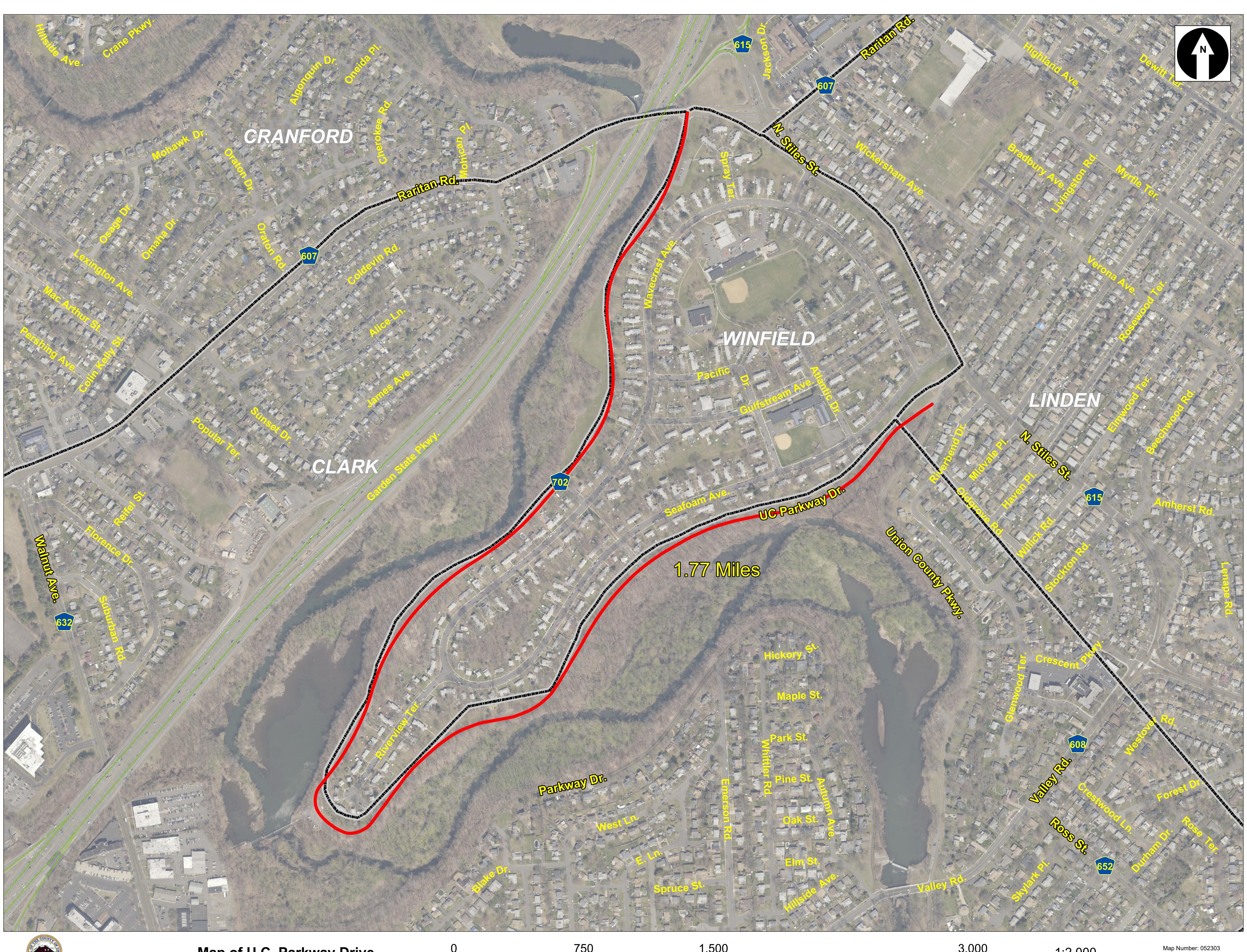
#### **APPENDIX – TABLE OF CONTENTS**

- A. Map of Sky Top Drive
- B. Map of UC Parkway Drive
- C. Loc Map Plainfield Ave Berkeley Heights Curb
- D. Loc Map Mountain Ave Summit Curb E. TYP-RDWY-EXC-RDWY-RESTO-CRB
- F. DPRSD-CRB-DRVWY
- G. Typical Milling & Resurfacing Detail
- H. Longitudinal Joints In HMA
- I. DET-MLLG-PRTNS
- J. INS&MARK
- K. WORK ZONE
- L. Stainless Steel Storm Drain Marker
- M. STDM Installation Sheet



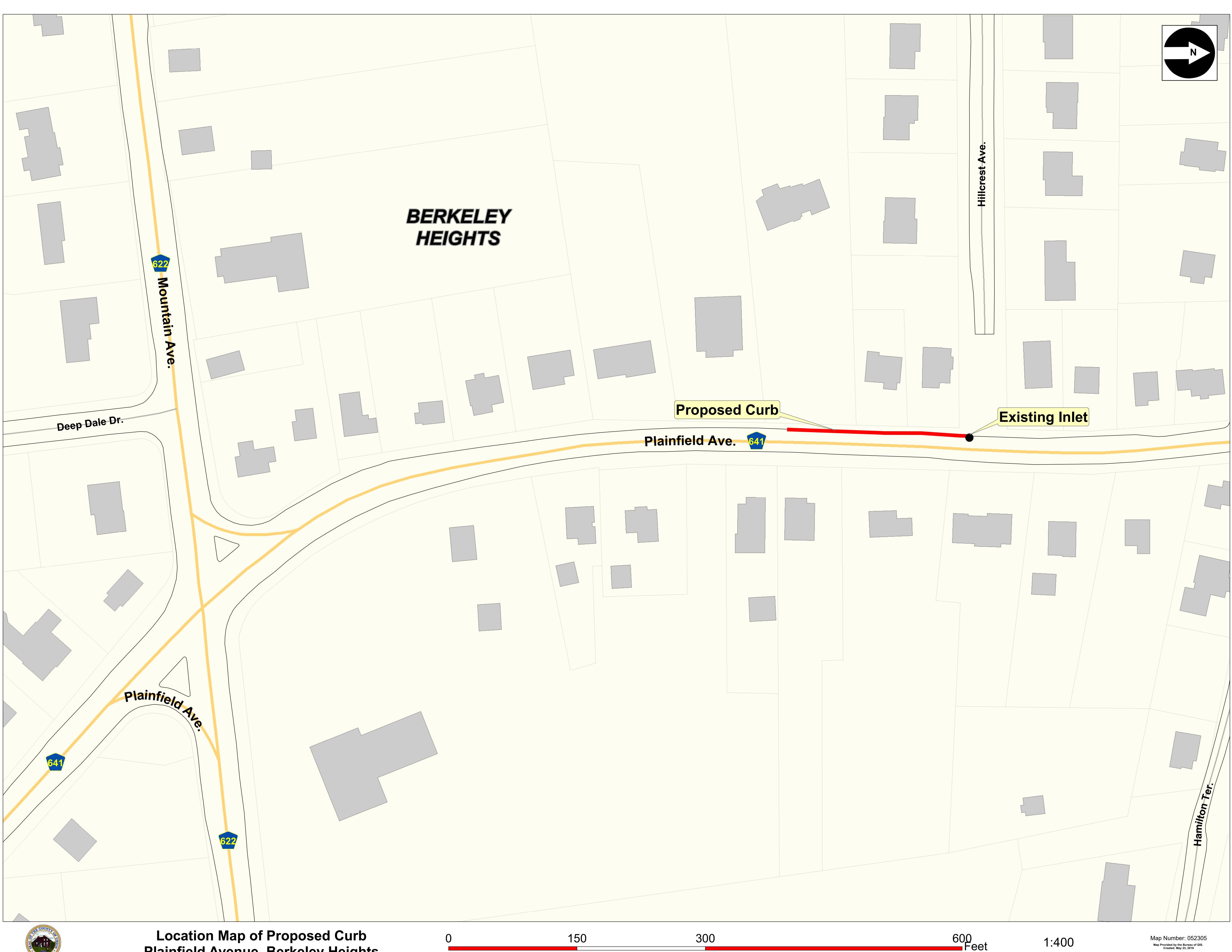


Map of Sky Top Drive





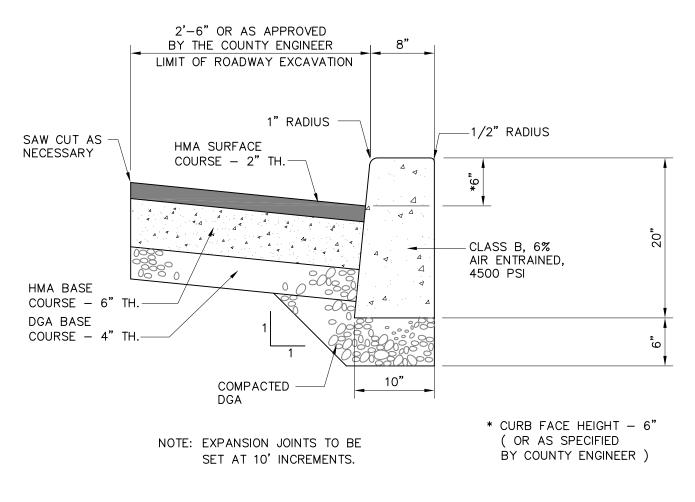




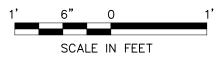
Location Map of Proposed Curb Plainfield Avenue, Berkeley Heights



Mountain Avenue, Summit



# TYPICAL ROADWAY EXCAVATION & RESTORATION AT CURBS

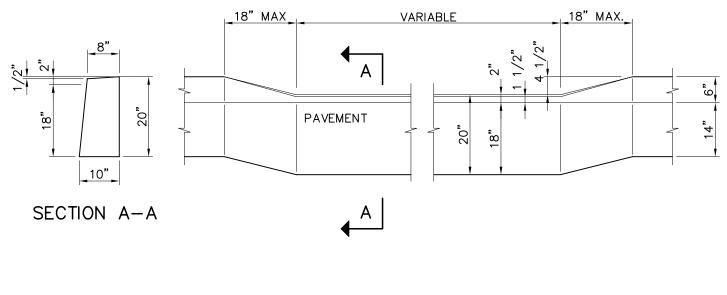


HMA SURFACE COURSE - NJDOT SUPERPAVE HOT MIX ASPHALT SURFACE COURSE. (AS PER ENGINEER'S SPECIFICATIONS).

HMA BASE COURSE - NJDOT SUPERPAVE HOT MIX ASPHALT 19.5 M64 BASE COURSE. NOTE: CONSTRUCT IN LAYERS NOT MORE THAN 3"COMPACTED THICKNESS.

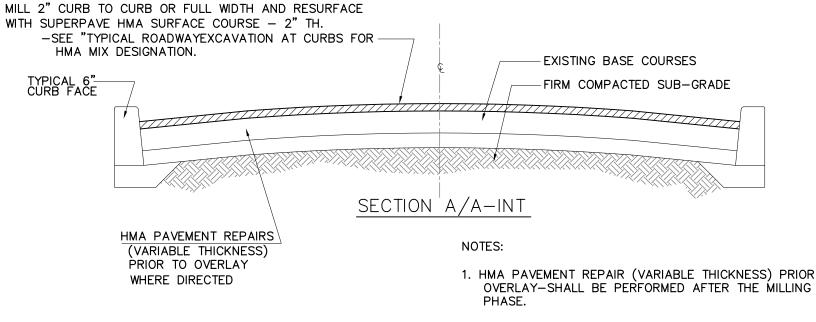
DGA BASE COURSE - NJDOT DENSE GRADED AGGREGATE BASE COURSE 4" THICK (FORMERLY NJDOT QUARRY PROCESSED STONE)





# DEPRESSED CURB AT DRIVEWAYS

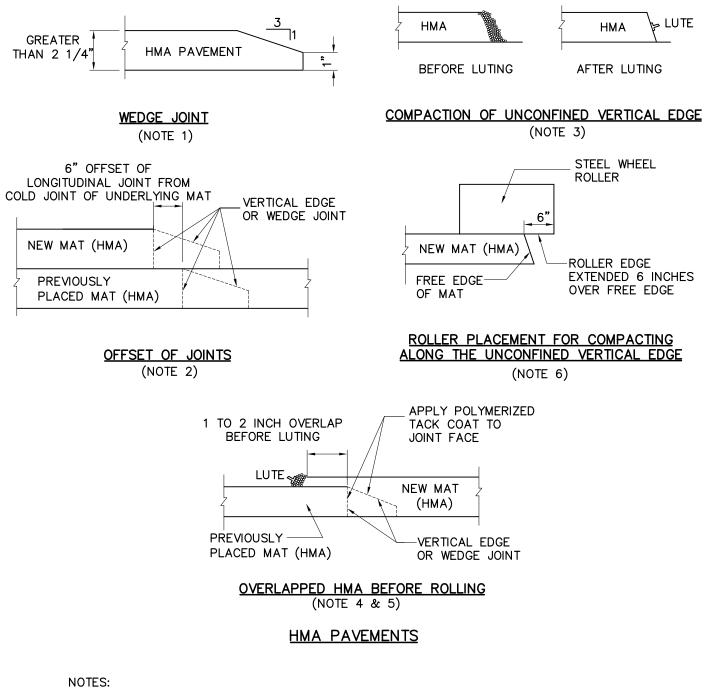




<sup>2.</sup> HMA PAVEMENT MIXES TO BE SPECIFIED BY THE COUNTY ENGINEER.

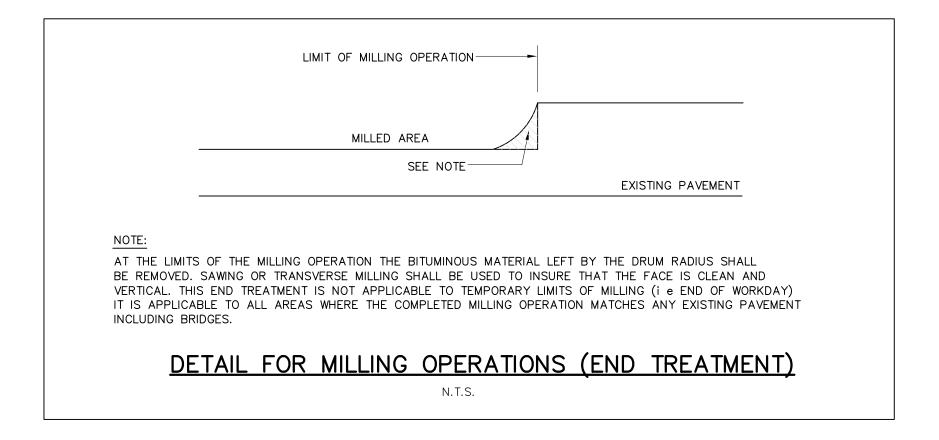
# TYPICAL MILLING & RESURFACING DETAIL

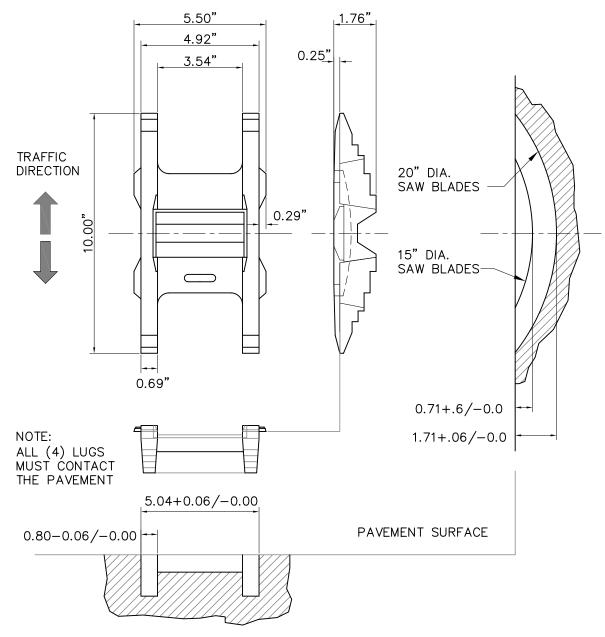
NO SCALE



- 1. WHEN HMA LIFT THICKNESS IS GREATER THAN 2 1/4 INCHES AND WHEN TRAFFIC IS TO BE MAINTAINED. A WEDGE JOINT SHALL BE CONSTRUCTED.
- 2. THE JOINT IN THE HMA SURFACE COURSE SHALL BE OFFSET FROM THE LANE LINES BY 6 INCHES EXCEPT FOR THE CENTERLINE OF A ROADWAY IN WHICH THE JOINT SHALL FALL BETWEEN THE DOUBLE YELLOW TRAFFIC STRIPES.
- 3. TO ENSURE A TRUE VERTICAL AND DENSE UNCONFINED EDGE, THE LUTE OPERATOR SHALL MANUALLY BUMP THE EDGE.
- 4. THE OVERLAPPED HMA MATERIAL AT THE JOINT SHALL BE TIGHTLY CROWDED (BUMPED) OVER THE JOINT ONTO THE NEWLY PLACED LANE LEAVING A SMALL MOUND OF MIXED HUMPED UP FOR THE ROLLERS TO COMPACT.
- 5. IN THE CASE OF A WEDGE JOINT, CARE SHALL BE TAKEN TO KEEP COARSE AGGREGATE PARTICLES AWAY FROM THE POINT WHERE THE WEDGE MEETS THESURFACE OF THE PREVIOUSLY PLACED LANE.
- 6. TO PREVENT LATERAL DISPLACEMENT OF THE UNCONFINED EDGE, THE EDGE OF THE ROLLER WHEEL SHALL EXTEND OVER THE FREE EDGE OF THE HMA MAT BY AT LEAST 6 INCHES.

## LONGITUDINAL JOINTS IN HMA

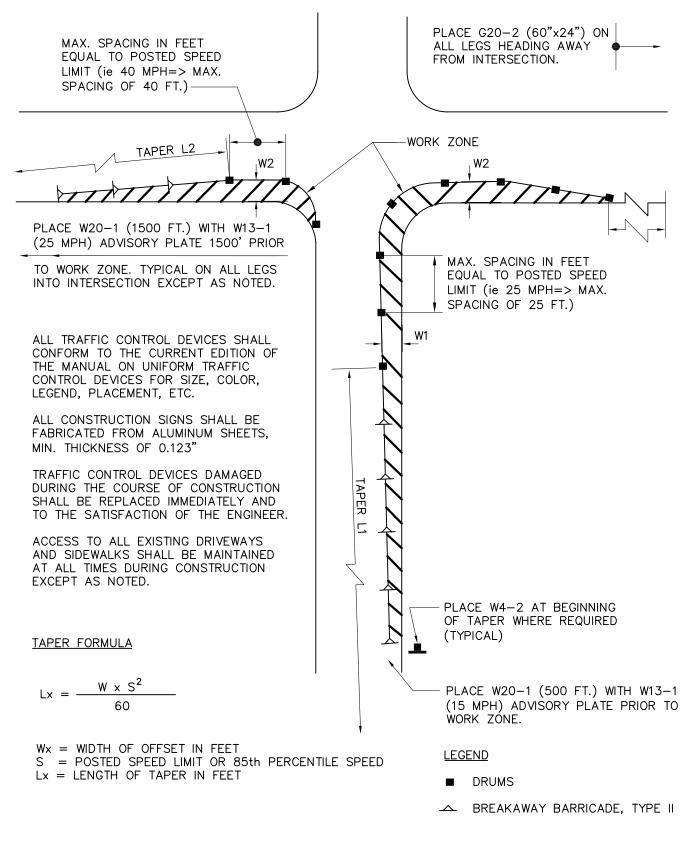




#### INSTALLATION NOTES:

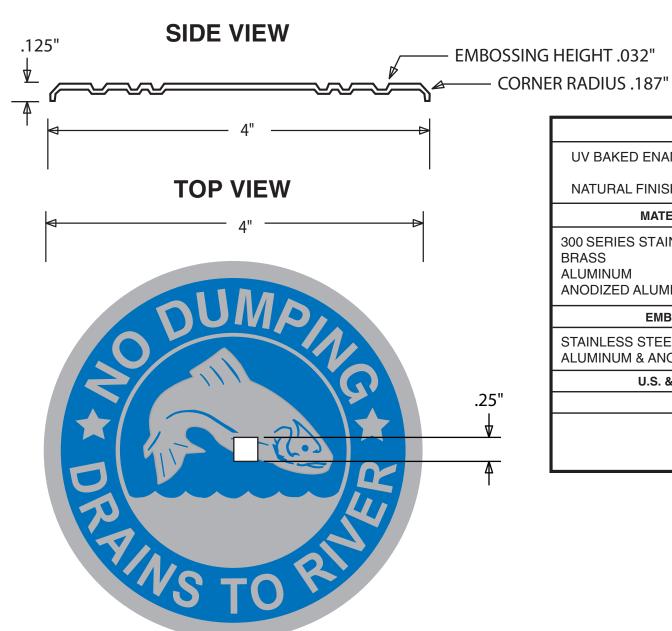
- 1. THE PAVEMENT SHALL BE SAW CUT TO THE DIMENSIONS SHOWN IN OUTLINE AT LEFT.
- 2. A 65 HP CONCRETE SAW IS RECOMMENDED FOR MAKINGTHE REQUIRED SAW CUT.
- 3. THE CONCRETE SAW SHALL BE FITTED WITH A GANG OF 18.0 INCH DIAMETER CONCRETE SAW BLADES, BORDERED BY 20.0 INCH DIAMETER BLADES AT EACH END.
- 4. EACH CUT SHOULD BE INSPECTED FOR PROPER FIT OF THE MARKER.
  - -THE CASTING SHOULD HAVE APPROXIMATELY 1/8 INCH CLEARANCE (SIDE TO SIDE MOVEMENT) WHEN INSERTED INTO THE CUT.
  - -ALL FOUR LEVELING LUGS MUST CONTACT THE PAVEMENT
  - -THE LEADING EDGES OF THE CASTING MUST LIE BELOW THE PAVEMENT SURFACE.
- 5. THE SAW CUT AREA MUST BE DRY AND FREE OF DUST, DIRT OR ANY MATERIAL WHICH WILL ADVERSELY AFFECT THE BOND OF THE ADHESIVE.
- 6. INSTALL THE MARKER WITH AN APPROVED TWO COMPONENT EPOXY ADHESIVE, BY FIRST FILLING THE SAW CUT TO WITHIN APPROXIMATELY 3/8 INCH OF PAVEMENT SURFACE AND THEN PLACING THE MARKER BY HAND INTO THE EPOXY FILLED SAW CUT. AFTER PLACEMENT OF MARKER, EPOXY SHOULD BE FLUSH WITH THE PAVEMENT SURFACE. EPOXY SHOULD NOT BE ALLOWED TO BUILD UP IN FRONT OF THE MARKER LENS.

## INSTALLATION AND MARKER OUTLINE



### TYPICAL WORK ZONE TRAFFIC CONTROL

NOT TO SCALE

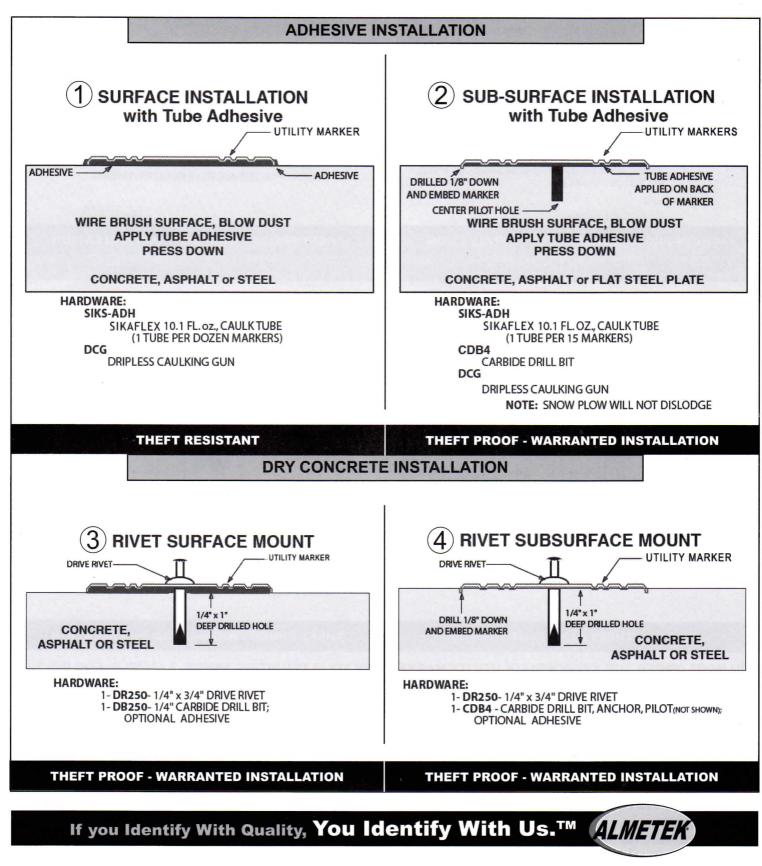


FINISH					
UV BAKED ENAMEL - 1-2 COLOR OPTION					
NATURAL FINISH SAND BLAS	STED FRONT	& REAR			
MATERIAL	THICKNESS	WEIGHT			
300 SERIES STAINLESS STEEL BRASS ALUMINUM ANODIZED ALUMINUM	.062" .062" .062" .062"	.218 LBS. .250 LBS. .082 LBS. .082 LBS.			
EMBOSSING LEGIBILITY W	ARRANTEE				
STAINLESS STEEL & BRASS -30 YE/ ALUMINUM & ANODIZED -15 YE/					
U.S. & FOREIGN PATENTS P	ENDING				
OPTIONS					

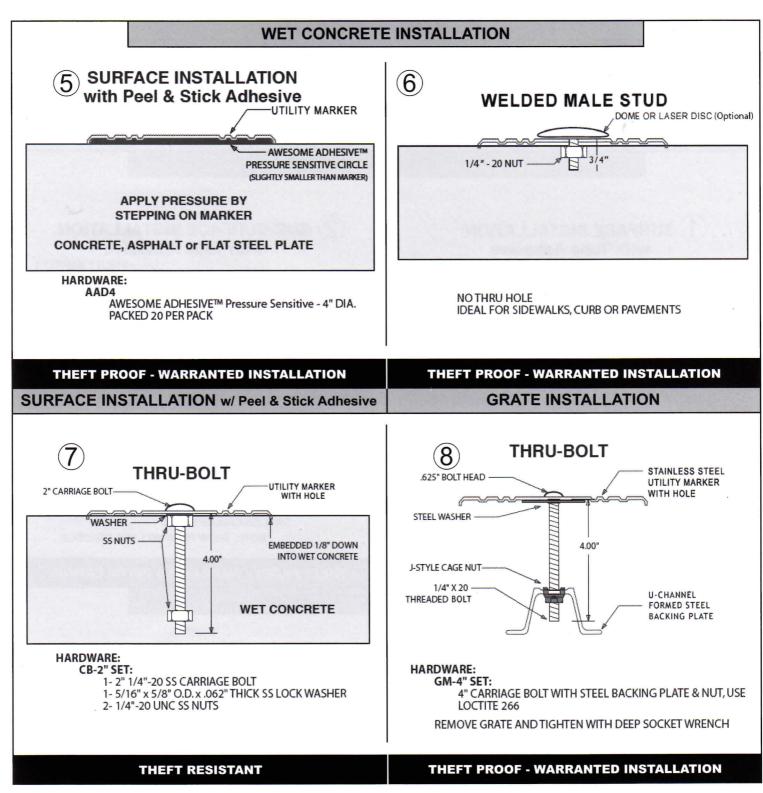
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS	Customer:	ALMETEK INDUSTRIES, INC.	SCALE 1:1	<b>ALMETEK</b> •
DRAWING IS THE SOLE PROPERTY OF ALMETEK INDUSTRIES, INC., ANY REPRODUCTION IN PART OR AS A HOLE WITHOUT THE WRITTEN PERMISSION OF ALMETEK INDUSTRIES, INC. IS PROHIBITED.	Job Name:	SDX4R0131BLNAH.PDF	TOLERANCE FRACTION ± 1/8"	1-800-248-2080 Fax: 908-850-9618
	Date:	AUG. 16, 2007	.XX ±.06" .XXX ±.005"	

### **8 TYPES OF INSTALLATION AVAILABLE FOR UTILITY MARKERS**

### For Stainless Steel, Brass & Anodized Aluminum



10000-08-004 (2500M0809)



YOU MUST ORDER THE APPROPRIATE UTILITY MARKER FOR YOUR MOUNTING NEEDS. EXAMPLE: FOR BOLT-ON INSTALLATION, YOUR UTILITY MARKER MUST BE ORDERED WITH A HOLE IN THE CENTER.

Note: Providing the proper application of Thru-Bolt, Welded Stud, Rivet or Subsurface Mounting installation techniques, Almetek will replace any stolen or missing marker and hardware at no cost.

# If you Identify With Quality, You Identify With Us.™

ALMETEK INDUSTRIES INC. 2 Joy Drive Hackettstown, NJ 07840

1-800-248-2080

Phone: 908-850-9700 Fax: 908-850-9618 www.almetek.com