



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

**BOARD OF  
COUNTY COMMISSIONERS**

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*Deputy County Manager*

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*County Counsel*

JAMES E. PELLETIERE  
*Clerk of the Board*

RICARDO S. MATIAS  
PE, CME, CFM  
*County Engineer*  
*Director, Division of Engineering*

**DATE:** April 21, 2022

**FROM:** Ricardo S. Matias, PE, CME, CFM  
County Engineer



**TO:** All Potential Bidders

**RE:** CLARIFICATION 1  
East Front Street Intersection at Watchung Avenue,  
Roosevelt Avenue, Richmond Street & Norwood Avenue  
City of Plainfield, County of Union, New Jersey  
BA#3-2022; UC Engineering Project #2016-018

Below please see questions posed by a bidding contractor that requires clarification. The contractor's questions are shown in italics, and responses are shown in bold:

*Question No. 1: Bid Item 16 Police Service Charge has no allowance amount or hours.*

**Response: Bidders shall insert the contract quantity of "1" and the amount of "\$10,560.00" for both Unit Price and the Amount on Page B-4 of the bid form page.**

*Question No. 2: Bid Contingency does not have an amount either.*

**Response: There is no Bid Contingency in this contract. Bidders shall insert "N/A" for bid contingency on the proposal bid form on Page B-6.**

This Clarification No. 1 shall be included in the bidding documents, and bidders shall acknowledge this Clarification No. on Page B-14 of the bidding documents.

**DIVISION OF ENGINEERING**



# COUNTY OF UNION

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

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LOURDES M. LEON

ALEXANDER MIRABELLA

KIMBERLY PALMIERI-MOUDED

**DATE:** April 18, 2022

**FROM:** Ricardo S. Matias, PE, CME, CFM  
County Engineer

**TO:** All Potential Bidders

**RE:** FEDERAL ATTACHMENTS / CIVIL RIGHTS  
GOAL REQUIREMENTS

BA# 3-2022, Union County Engineering Project #2016-018  
East Front Street Intersection Improvements at Watchung Avenue,  
Roosevelt Avenue, Richmond Street and Norwood Avenue  
City of Plainfield, County of Union, New Jersey

EDWARD T. OATMAN  
*County Manager*

AMY CRISP WAGNER  
*Deputy County Manager*

BRUCE H. BERGEN, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE  
*Clerk of the Board*

RICARDO S. MATIAS  
PE, CME, CFM  
*County Engineer*  
*Director, Division of Engineering*

The following guidance is provided to help ensure your bid is not rejected for being nonresponsive and/or not responsible due to State and Federal Civil Rights Goal Requirements.

***DBE/SBE/ESBE Utilization/Participation Plan and ALL Commitment Forms Must Be Submitted by all Bidders within Five (5) days after bid opening.***

- Be sure to include ALL required forms and documentation as follows:
- CR-266 "Schedule of DBE/ESBE/SBE Participation"
- CR-273 "Confirmation of DBE/ESBE/SBE Firm"
- CR-272 "DBE/ESBE/SBE Regular Dealer/Supplier Verification" – if applicable
- CR-274 "DBE/ESBE/SBE Trucking Verification" – if applicable

The Disadvantaged Business Enterprise goal is 9%. These requirements are indicated on State Attachment

Please complete and submit all completed Civil Rights documents to the Union County Division of Purchasing via hand delivery and/or this email address:  
[ucbids@ucnj.org](mailto:ucbids@ucnj.org)

This information is required to be submitted and recorded to the Division of Purchasing no later than 4:00 pm. on May 2, 2022.

**DIVISION OF ENGINEERING**

**SPECIFICATIONS**

**FOR**

**East Front Street Intersection Improvements at  
Watchung Avenue, Roosevelt Avenue, Richmond  
Street and Norwood Avenue  
City of Plainfield, County of Union, New Jersey  
BA# 3 – 2022**

**UNION COUNTY ENGINEERING PROJECT #2016-018**

**MARCH 2022**

**UNION COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

**COUNTY MANAGER**  
Edward T. Oatman

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

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

**COUNTY ENGINEER**  
**DIVISION OF ENGINEERING**  
Ricardo Matias, PE, CME, CFM

**Funded by:**  
**FEDERAL HIGHWAY ADMINISTRATION**  
**Federal Project No. HSIP-0620(300)**  
**State Job No. 7412315**

**Prepared by:**  
Malick & Scherer, P.C.

**COUNTY OF UNION  
NOTICE TO BIDDERS**

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on **April 26, 2022 at 10:30 a.m.**, prevailing time, in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

**East Front Street Intersection Improvements at Watchung Avenue,  
Roosevelt Avenue, Richmond Street and Norwood Avenue  
City of Plainfield  
County of Union, New Jersey  
BA# 3-2022, Union County Engineering Project #2016-018**

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

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

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. Hand delivery of proposals are strongly discouraged due to public restrictions. If delivered by hand, you will not receive confirmation of delivery. **No** late bids will be accepted.

***DBE/SBE/ESBE Utilization/Participation Plan and ALL Commitment Forms Must Be Submitted by all Bidders within Five (5) days after bid opening.***

- Be sure to include ALL required forms and documentation as follows:
- CR-266 "Schedule of DBE/ESBE/SBE Participation"
- CR-273 "Confirmation of DBE/ESBE/SBE Firm"
- CR-272 "DBE/ESBE/SBE Regular Dealer/Supplier Verification" – if applicable
- CR-274 "DBE/ESBE/SBE Trucking Verification" – if applicable

The Disadvantaged Business Enterprise goal is 9%. These requirements are indicated on State Attachment

"Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award."

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

**MICHELLE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING**

**Union County Board of County Commissioners  
*We're Connected to You!***

NB-1

# East Front Street Intersection Improvements at Watchung Avenue,

Roosevelt Avenue, Richmond Street and Norwood Avenue  
City of Plainfield, County of Union, New Jersey  
BA# 3-2022, Union County Engineering Project #2016-018

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- Bidding Documents
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- Subcontractor Identification Statement: List of Subcontractors
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- Acknowledgement of Addendum
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- Affirmative Action Requirement
- Experience Statement
- Certificate of Bidder Showing Ability to Perform Contract
- Non-Collusion Affidavit
- Contractor Registration Advisement
- Americans with Disabilities Act
- Statement of Bidder's Qualifications
- Contractor Performance Record
- Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders
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**UNION COUNTY BOARD OF COUNTY COMMISSIONERS  
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 County Commissioners  
UC Administration Building, 6<sup>th</sup> Floor  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07207

**ADDRESS INQUIRIES TO:**

Union County Division of Purchasing  
UC Administration Building, 3<sup>rd</sup> Floor  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207  
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing  
Telephone: 908-527-4130  
Facsimile: 908-558-2548  
[ucbids@ucnj.org](mailto:ucbids@ucnj.org)

**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: Michelle Hagopian, Assistant Director, Division of Purchasing  
Telephone: 908-527-4130  
Facsimile: 908-558-2548  
[ucbids@ucnj.org](mailto:ucbids@ucnj.org)

**TITLE OF PROJECT:** East Front Street Intersection Improvements at Watchung Avenue,  
Roosevelt Avenue, Richmond Street and Norwood Avenue  
City of Plainfield, County of Union, New Jersey  
BA# 3-2022, Union County Engineering Project #2016-018

**BIDDER:** Bidder shall be a single overall contract bidder

**DESIGN ENGINEER:** Michael Troncone, PE, Malick and Scherer

**CONSTRUCTION MANAGER:** Louis A. Tedesco, PE, CME, CPWN, T and M Associates

**COUNTY ENGINEER:** Ricardo S. Matias, PE, CME, CFM

## GENERAL SPECIFICATIONS

### 1. BID FORM

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

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

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

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

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

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

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at 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 minor informalities or non-material exceptions in the bids.

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

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

## 2. WITHDRAWAL OF BID DUE TO MISTAKE

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

**or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

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

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

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

### **3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS**

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

### **4. INTERPRETATIONS AND ADDENDA**

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the Assistant Director, Division of Purchasing at [ucbids@ucnj.org](mailto:ucbids@ucnj.org) 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 Assistant Director, Division of Purchasing at [ucbids@ucnj.org](mailto:ucbids@ucnj.org), 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 Office of the Division of Purchasing 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 Assistant Director, Division of Purchasing 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 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 will return all certified checks or cashier's checks after the proposals have been opened, tabulated and reviewed except those of the three (3) bidders lowest responsible bidders. 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 an 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. 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.

### **10. INSURANCE REQUIREMENTS**

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

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

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$5,000,000 per occurrence/\$10,000,000 aggregate. The County of Union, its Board of County Commissioners, 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 County Commissioners, 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.

## **11. 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, defend, 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."

## **12. 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.

## **13. 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”.

#### **14. 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.



## **15. 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.

## **16. 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.

## **17. OWNERSHIP DISCLOSURES REQUIRED**

Pursuant to P.L. 2016, c. 43, codified as N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies the County unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) or greater interest in that limited liability company, as

the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownership criteria has been listed.

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

(See forms attached)

#### **18. 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.

#### **19. 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.

#### **20. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Workforce Development 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 County Commissioners on May 8, 2014. The resolution is furnished in Section 56 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)

## **21. 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.

## **22. 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.

## **23. NUMBER OF WORKING DAYS**

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

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

## **24. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)**

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

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the public meeting following 20 calendar days of the billing date as defined in the statute.
2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

### **29. 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.

### **30. SUB-LETTING OF WORK**

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

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

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

### **31. SAFETY**

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



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

The Contractor shall make available to the Contractor's employees, subcontractors, the County Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

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

### **32. 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.

### **33. 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.

### **34. PERMITS**

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

### **35. 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.

### **36. CHANGE ORDERS**

The applicability of change orders and change order procedures shall comply with *N.J.S.A. 40A:11-16.7* and *N.J.A.C. 5:30-11.1 et seq.*, "Change Orders and Open End Contracts".

### **37. SUPPLEMENTAL WORK**

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

### **38. FORM OF CONTRACT**

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

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

### **39. PROGRESS PAYMENTS**

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

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

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

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

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

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

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: **a)** Maintenance Bond (see Section 6 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 21 and 51); and **c)** General Release (see Section 36) in a form satisfactory to County Counsel; **d)** complete set of as-built plans in the latest AutoCad on compact disc; and **e)** a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

#### **40. 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.

#### **41. 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.

## **42. 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.

## **43. AFFIRMATIVE ACTION REQUIREMENTS**

(REVISED 01/2022)

### **EXHIBIT B**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

#### **CONSTRUCTION CONTRACTS**

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will

receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

(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 contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in

order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or

apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

#### **44. INVESTMENT ACTIVITIES IN IRAN**

Pursuant to *N.J.S.A. 52:32-55 et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.



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

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

#### **46. UTILITIES**

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

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

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any

materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

#### **47. 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.

## **48. 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.

## **49. 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.

## **50. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE**

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

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

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

Proof of registration 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.

During the course of contract performance:

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

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

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

## **51. 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.

## **52. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE**

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

### **53. NEW JERSEY PAY-TO-PLAY REQUIREMENTS**

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

### **54. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION**

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

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

### **55. NEW JERSEY SALES AND USE TAX REQUIREMENTS,**

Contractors are required to comply with the following:

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

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

## 56. RESOLUTION NO. 2014-408

**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 retirements 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 lifelong 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; and

**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 30-hour 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 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.

## **57. FEDERAL TERMS**

### TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### 1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises,

and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the

nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### 6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants

from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of



- the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

#### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized

user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and

other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### 13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

### 14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### 15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid

bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

EDWARD T. OATMAN  
COUNTY MANAGER

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR  
DIRECTOR / DIVISION OF PURCHASING

**BID DOCUMENT SUBMISSION CHECKLIST**

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

**EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.**

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

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

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

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

\_\_\_\_\_ Security in the form of:

\_\_\_\_\_ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed \$20,000.00; or

\_\_\_\_\_ Certified check or cashier's check in the amount of 10% of this bid not to exceed \$20,000.00

\_\_\_\_\_ Consent of Surety form signed by a Surety Company if the total amount of your Bid is over \$36,000.00.

If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a Performance, Labor and Materials Bond in the amount of 100% of the award of the contract.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

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

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

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

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

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

\_\_\_\_\_ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** may be included with the bids to expedite the contract process because the bidder is required to provide the County of Union with its proof of business registration and that of any named subcontractor(s) prior to contract award or authorization.

\_\_\_\_\_ 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 may be included with the bid as the BRC(s) for each named or listed subcontractors in order to expedite the contract process. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

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

## **BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

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



**BID FORM**

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

**East Front Street Intersection Improvements at Watchung Avenue,  
Roosevelt Avenue, Richmond Street and Norwood Avenue  
City of Plainfield, County of Union, New Jersey  
BA# 3-2022, Union County Engineering Project #2016-018**

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

**BASE BID ITEMS:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	PERFORMANCE BOND AND PAYMENT BOND	DOLL	1		
2	BAR CHART PROGRESS SCHEDULE AND UPDATES	LS	1		
3	MOBILIZATION	LS	1		
4	CONSTRUCTION LAYOUT	DOLL	1		
5	SILT FENCE	LF	80		
6	INLET FILTER TYPE 2, 2' X 4'	UNIT	20		
7	CONCRETE WASHOUT SYSTEM	LS	1		
8	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	UNIT	1		
9	BREAKAWAY BARRICADE	UNIT	50		
10	TRAFFIC CONE	UNIT	75		
11	CONSTRUCTION SIGNS	SF	826		
12	FLASHING ARROW BOARD, 4' X 8'	UNIT	1		
13	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2		
14	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	1		
15	TRAFFIC DIRECTOR, FLAGGER	HOUR	64		
16	POLICE SERVICE CHARGE	DOLL			
17	TRAFFIC STRIPES, LATEX, 4"	LF	822		
18	TRAFFIC MARKING LINES, LATEX, 8"	LF	1,468		
19	TRAFFIC MARKING LINES, LATEX, 24"	LF	329		
20	FUEL PRICE ADJUSTMENT	DOLL	1	\$100.00	\$ 100.00
21	ASPHALT PRICE ADJUSTMENT	DOLL	1	\$100.00	\$100.00
22	FINAL CLEANUP	LS	1		
23	CLEARING SITE	LS	1		
24	EXCAVATION, UNCLASSIFIED	CY	132		
25	REMOVAL OF PAVEMENT	SY	205		
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	200		
27	HMA MILLING, 3" OR LESS	SY	4,243		
28	POLYMERIZED JOINT ADHESIVE	LF	1,230		

29	TACK COAT	GAL	509		
30	PRIME COAT	GAL	51		
31	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	509		
32	HOT MIX ASPHALT 19 M 64 BASE COURSE, 6" THICK	TON	67		
33	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER	LF	400		
34	12" REINFORCED CONCRETE PIPE	LF	72		
35	15" REINFORCED CONCRETE PIPE	LF	59		
36	INLET, TYPE B	UNIT	8		
37	CLEANING DRAINAGE STRUCTURE	UNIT	18		
38	CONCRETE SIDEWALK, 4" THICK	SY	507		
39	DETECTABLE WARNING SURFACE	SY	28		
40	10" x 20" CONCRETE VERTICAL CURB	LF	646		
41	TRAFFIC STRIPES, 4"	LF	822		
42	TRAFFIC MARKINGS, SYMBOLS	SF	110		
43	TRAFFIC MARKING LINES, 8"	LF	1,468		
44	TRAFFIC MARKING LINES, 12"	LF	1,206		
45	TRAFFIC MARKING LINES, 24"	LF	329		
46	REMOVAL OF TRAFFIC STRIPES	LF	5,559		
47	REGULATORY AND WARNING SIGN	SF	148		
48	OVERHEAD STREET NAME SIGNS	SF	174		
49	RESET FIRE HYDRANT	UNIT	1		
50	RESET WATER VALVE BOX	UNIT	2		
51	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	UNIT	1		
52	RESET GAS VALVE BOX	UNIT	6		
53	RESET MANHOLE	UNIT	2		
54	RESET TELECOMMUNICATIONS MANHOLE	UNIT	1		
55	2" RIGID METALLIC CONDUIT	LF	203		
56	3" RIGID METALLIC CONDUIT	LF	55		
57	4" RIGID METALLIC CONDUIT	LF	935		
58	17" X 30" JUNCTION BOX	UNIT	12		
59	18" X 36" JUNCTION BOX	UNIT	5		
60	FOUNDATION, TYPE SFT	UNIT	10		
61	FOUNDATION, TYPE P-MC	UNIT	4		
62	FOUNDATION, TYPE SFT-H	UNIT	4		
63	METER CABINET, TYPE T	UNIT	4		
64	GROUND WIRE, NO. 8 AWG	LF	1,235		
65	MULTIPLE LIGHTING WIRE, NO. 8 AWG	LF	1,215		

66	SERVICE WIRE, NO. 6 AWG	LF	1,122		
67	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	UNIT	4		
68	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2	UNIT	2		
69	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2-2	UNIT	8		
70	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-25-TB2-2	UNIT	3		
71	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-30-TB2-2	UNIT	1		
72	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	LF	3,380		
73	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	3,380		
74	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	3,580		
75	TRAFFIC SIGNAL HEAD	UNIT	12		
76	PEDESTRIAN SIGNAL HEAD	UNIT	26		
77	PUSH BUTTON	UNIT	26		
78	IMAGE DETECTOR	UNIT	12		
79	CONTROLLER TURN-ON	UNIT	4		
80	LUMINAIRE DECORATIVE	UNIT	6		
81	SELECTIVE THINNING	SY	13		
82	TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER	UNIT	2		
83	TOPSOIL SPREADING, 4" THICK	SY	167		
84	FERTILIZING AND SEEDING, TYPE A-3	SY	167		
85	STRAW MULCHING	SY	167		
86	SET INLET TYPE B, CASTING	UNIT	8		
87	BICYCLE SAFE GRATE	UNIT	8		
88	CURB PIECE	UNIT	8		

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Written

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Figures

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

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Written

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Figures

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

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Written

Figures

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

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

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ADDRESS OF BIDDER**

\_\_\_\_\_  
**ORIGINAL SIGNATURE  
CORPORATE SECRETARY**

\_\_\_\_\_  
**PRINT NAME AND TITLE  
CORPORATE SECRETARY**

**TEL:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**ORIGINAL SIGNATURE**

**Corporate Seal**

\_\_\_\_\_  
\_\_\_\_\_  
**PRINT OR TYPE NAME AND TITLE**

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

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

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

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type)     Limited Liability Company (LLC)

Partnership         Limited Partnership         Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

**Part IV Certification**

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

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



**SUBCONTRACTOR IDENTIFICATION STATEMENT**

**LIST OF SUBCONTRACTORS**

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

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

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

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

Specific Scope of Work Subcontracted: \_\_\_\_\_

License No. \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

Specific Scope of Work Subcontracted: \_\_\_\_\_

License No. \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

Specific Scope of Work Subcontracted: \_\_\_\_\_

License No. \_\_\_\_\_

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

(Continued on following page)

**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.

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

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

**Note: A NJ Certificate of Authority is not acceptable.**

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

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

### **IN ADDITION:**

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

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

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

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

**BUSINESS REGISTRATION**

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

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

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

Proof of registration 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.

During the course of contract performance:

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

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

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION: 010-007-382/000  
SEQUENCE NUMBER: 01007300  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01

FORM-BRC(08/04)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:  
20041014112823533

ATTACH BRC HERE

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**AFFIRMATIVE ACTION REQUIREMENT**

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

---

**NAME OF BIDDER**

---

**ORIGINAL SIGNATURE**

---

**PRINT OR TYPE NAME AND TITLE**

---

**DATE THIS FORM IS COMPLETED**

**EXPERIENCE STATEMENT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

By: \_\_\_\_\_  
ORIGINAL SIGNATURE ONLY

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

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





**NON-COLLUSION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )  
 ) SS: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**ORIGINAL SIGNATURE ONLY**

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**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 and Workforce Development. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

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

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

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

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

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

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

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

Name \_\_\_\_\_ (Please print or type)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. \_\_\_\_\_  
(Name of Bidder)
2. \_\_\_\_\_  
(Permanent Main Office Address)
3. \_\_\_\_\_  
(When Organized)
4. \_\_\_\_\_  
(If a Corporation, where incorporated)
5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? \_\_\_\_\_
6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? \_\_\_\_\_
7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. General character of work performed by you. \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a Contract? \_\_\_\_\_ If so, complete details, including where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

12. List your major equipment available for this Contract.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? \_\_\_\_\_. If so, list prior classification.

15. Background and experience of the principal members of your organization, including the officers.

<b>Individual's Name</b>	<b>Present Position or Office</b>	<b>Yrs. of Construction Experience</b>	<b>Magnitude &amp; Type of Work</b>	<b>In What Capacity</b>

16. Bank Reference. (Name, Address, Phone, Representative) \_\_\_\_\_

17. Will you, upon request, fill out a detailed financial statement? \_\_\_\_\_

18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.
19. Bidder's telephone number, fax number and e-mail address (if applicable).
- Phone \_\_\_\_\_
- Fax \_\_\_\_\_
- E-mail \_\_\_\_\_
- Mobile \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_, 20\_\_.

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

\_\_\_\_\_  
BIDDER (Print Name)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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





**PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE**

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

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

\_\_\_\_\_ yes                      \_\_\_\_\_ no    If yes, please provide full, detailed explanation.

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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.

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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.

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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 contract for goods or services with a public entity?

\_\_\_\_\_ yes                      \_\_\_\_\_ no    If yes, please provide full, detailed explanation.

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**PRIOR NEGATIVE EXPERIENCE CERTIFICATION**

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

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

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

**TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED**

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

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

**CONTRACT:**

**PROJECT:**

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

**COUNTY OF UNION**

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

**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**ORIGINAL SIGNATURE ONLY**

**STATE OF NEW JERSEY**  
**COUNTY OF** \_\_\_\_\_

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

\* 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 SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS**

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

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

**BIDDER:**

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

\_\_\_\_\_  
(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.**

**CERTIFICATE OF INSURANCE STATEMENT**

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

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

\_\_\_\_\_  
BIDDER (Print Name)

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

**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 **270 calendar days** from the date of the notice to proceed.

I, \_\_\_\_\_ of \_\_\_\_\_  
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified \_\_\_\_\_  
SIGNATURE

**SITE VISIT – GENERAL CONTRACTOR**

I, \_\_\_\_\_ of \_\_\_\_\_  
NAME (Print or type) COMPANY

Visited the site of the work on \_\_\_\_\_  
SIGNATURE



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

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Solicitation Number: \_\_\_\_\_

Vendor/Bidder: \_\_\_\_\_

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**PART 1**

**CERTIFICATION**

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

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

**OR**

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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**PART 2**

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

*Attach Additional Sheets If Necessary*

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**CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

*Revised 10/19/17*

<b>STANDARD BID DOCUMENT REFERENCE</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

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

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

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

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

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

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	

**OR**

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
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**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	

**OR**

<input type="checkbox"/>	<p>No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.</p>
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**Section C – Part III Certification**

**Section C – Part III Certification**

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

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

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

**Section A**

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

**Add additional sheets if necessary**	
OR	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**Section B (skip if no business entities are listed in Section A of Part IV)**

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
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Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

\*\*Add additional Sheets if necessary\*\*

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
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**Section C – Part IV Certification**

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
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Signature:		Date:	
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**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**  
 (To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
 Signature of Contractor's Authorized Representative

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Name and Title of Contractor's Authorized Representative

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Date

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



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CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

---

(signature)

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(date)

**DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

N/A – My agency does not engage in any lobbying activities

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. Initial award  <input type="checkbox"/> c. Post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____  quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CDFA NUMBER, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (las name, first name, MI):</i></p>	
<p><b>11.</b> Information request through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone NO.:</b> _____  <b>Date:</b> _____</p>	
<p>Federal Use Only:</p>		<p align="center">Authorized for Local Reproduction Standard Form  LLL (Rev. 7-97)</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.

## STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 2019 Edition; is added to and/or amended elsewhere herein by the Notice to Contractors (Advertisement), Proposal, Information for Bidders, General Conditions, Supplemental Conditions, 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 Contractors (Advertisement), Proposal, General Conditions, Special Provisions, Project Plans and/or Supplementary 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 word "STATE" shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word "ENGINEER" 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 American Association of State Highway Official (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:

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

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

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

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

**Apprentice Rate Schedule**

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

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

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

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

## Comments/Notes

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

## Public Works Contractor Registration

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

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

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

## Snow Plowing

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

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

County - UNION

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

**PREVAILING WAGE RATE**

	03/01/22
Journeyman (Mechanic)	W42.98 B27.48 T70.46

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

**County - UNION**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/22
Foreman	W53.13 B46.00 T99.13
General Foreman	W55.13 B47.05 T102.18
Journeyman	W48.13 B44.29 T92.42

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	37.57	38.51	39.49	40.44	41.41	42.37	43.32			

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

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

**Craft: Boilermaker                      COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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



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

**County - UNION**

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

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

**County - UNION**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/22
Foreman	W35.19 B17.67 T52.86
General Foreman	W35.69 B17.67 T53.36
Mechanic	W33.69 B17.67 T51.36

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	05/01/21
Deputy Foreman	W48.20 B33.73 T81.93
Foreman	W51.20 B33.73 T84.93
Journeyman	W45.20 B33.73 T78.93

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	4.00	5.00	5.50	6.00	22.17	23.66	25.14	26.62		

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

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.67 B34.56 T94.23
Journeyman	W51.89 B30.12 T82.01

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.55			

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

**Craft: Carpenter                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - UNION

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.67 B34.47 T94.14
Journeyman	W51.89 B30.03 T81.92

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57%	of	Appren	tice	Wage	for all	intervals	+ \$0.46		

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

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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





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

**County - UNION**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

	08/10/21
Foreman	W46.37 B27.61 T73.98
General Foreman	W50.58 B28.10 T78.68
Journeyman	W42.15 B27.11 T69.26

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.



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

**County - UNION**

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	05/07/21
Foreman	W56.35 B48.97 T105.32
Foreman (Concrete Form Work)	W55.26 B35.61 T90.87
Journeyman	W49.00 B48.97 T97.97
Journeyman (Concrete Form Work)	W48.05 B35.61 T83.66

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.60	24.50	31.85	39.20						
Benefit	32.37	for all	intervals							

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

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

**Craft: Dockbuilder                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	19.22	24.03	31.23	38.44
Benefits	24.34	for all	intervals	

**CREOSOTE HANDLING:**

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

**HAZARDOUS WASTE WORK:**

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

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

**FOREMAN REQUIREMENTS:**

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

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

**County - UNION**

**SHIFT DIFFERENTIAL:**

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W44.43 B27.68 T72.11
General Foreman	W46.45 B27.68 T74.13
Journeyman	W40.39 B27.68 T68.07

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	10.75	Intervals	3 to 4 =	13.52	Intervals	5 to 6 =	17.13	

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Electrician**

**PREVAILING WAGE RATE**

	05/31/21
Cable Splicer	W64.51 B39.68 T104.19
Foreman (11-20 Journeymen)	W68.62 B42.21 T110.83
Foreman (1-3 Journeymen)	W64.51 B39.68 T104.19
Foreman (4-10 Journeymen)	W67.45 B41.49 T108.94
General Foreman (21-30 Journeymen)	W70.38 B43.29 T113.67
General Foreman (31-60 Journeymen)	W76.24 B46.90 T123.14
General Foreman (61+ Journeymen)	W77.41 B47.62 T125.03
Journeyman	W58.65 B36.08 T94.73
Sub-Foreman	W66.86 B41.13 T107.99

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
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**

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

**County - UNION**

**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:**

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-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.

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



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

**County - UNION**

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

**PREVAILING WAGE RATE**

	12/10/21	11/28/22	12/04/23	12/02/24
Journeyman Technician (1-2 Workers on Job)	W44.50 B26.26 T70.76	W45.86 B27.05 T72.91	W47.08 B27.78 T74.86	W48.21 B28.45 T76.66
Master Tech/General Foreman (26 + Workers on Job)	W57.85 B34.14 T91.99	W59.62 B35.16 T94.78	W61.20 B36.12 T97.32	W62.67 B36.99 T99.66
Senior Technician/Lead Foreman (16-25 Workers on Job)	W52.96 B31.24 T84.20	W54.57 B32.19 T86.76	W56.03 B33.05 T89.08	W57.37 B33.86 T91.23
Technician A/Foreman (9-15 Workers on Job)	W50.73 B29.94 T80.67	W52.28 B30.84 T83.12	W53.67 B31.67 T85.34	W54.96 B32.43 T87.39
Technician B/Working Foreman (4-8 Workers on Job)	W48.51 B28.62 T77.13	W49.99 B29.48 T79.47	W51.32 B30.28 T81.60	W52.55 B31.01 T83.56
Technician C/Foreman (3 Workers on Job)	W46.28 B27.31 T73.59	W47.69 B28.14 T75.83	W48.96 B28.89 T77.85	W50.14 B29.59 T79.73

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

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.45	7.45	8.51	9.15	10.22	11.49	12.98	14.26	15.76	17.24

**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 11-28-22:

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.67	7.67	8.76	9.43	10.52	11.84	13.38	14.69	16.22	17.76

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-4-23:

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.88	7.88	9.00	9.68	10.80	12.15	13.73	15.09	16.66	18.23

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-2-24:

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

**County - UNION**

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	8.07	8.07	9.22	9.91	11.07	12.45	14.06	15.44	17.06	18.68

**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 7:00 AM and 5:30 PM.

**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 before or after 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. Hours in excess of 10 on Saturday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked Monday through Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for a day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

**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. Saturday holidays will be observed the preceding Friday.

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

**County - UNION**

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

**PREVAILING WAGE RATE**

See "Electrician" Rates

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

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	05/31/21
Cable Splicer	W64.81 B39.38 T104.19
Certified Welder	W61.87 B37.60 T99.47
Equipment Operator	W58.92 B35.80 T94.72
Foreman (1-3 Journeymen workers on job)	W64.81 B39.38 T104.19
Foreman (4-10 Journeymen workers on job)	W67.76 B41.17 T108.93
General Foreman (11-20 Journeymen workers on job)	W68.94 B41.89 T110.83
General Foreman (21-30 Journeymen workers on job)	W70.71 B42.97 T113.68
General Foreman (31-60 Journeymen workers on job)	W76.60 B46.54 T123.14
General Foreman (61+ Journeymen workers on job)	W77.78 B47.26 T125.04
Groundman	W35.35 B21.49 T56.84
Journeyman Lineman/Technician	W58.92 B35.80 T94.72
Sub-Foreman	W67.17 B40.83 T108.00

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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

<b>INTERVAL</b>	<b>PERIOD AND RATES</b>									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	60.75% of	Journey	man	wage	+	\$.01				

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

**FOREMAN REQUIREMENTS:**

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

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

**COMMENTS/NOTES**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30.60	33.15	35.70	38.25	40.80	43.35	45.90			
Benefits	26.90	28.42	29.93	31.47	32.98	34.52	36.01			

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

**COMMENTS/NOTES**

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





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

**County - UNION**

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

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

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/21	03/17/22	03/17/23
Journeyman	W56.77	W59.09	W60.89
	B41.82	B42.79	B44.41
	T98.59	T101.88	T105.30

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-20:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-21:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-22:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-23:

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

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

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

- Overtime:

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

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

**County - UNION**

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

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

- Overtime:

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

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

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

**County - UNION**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/07/21
* Leadman	W50.50 B27.86 T78.36
Foreman	W52.50 B28.10 T80.60
General Foreman	W54.50 B28.34 T82.84
Journeyman	W48.50 B27.62 T76.12

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	50%	55%	60%	65%	70%	75%	80%	90%		
6 Months										
Benefits	9.75	9.75	12.36	12.36	13.60	13.60	17.02	17.02		

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

**Craft: Glazier                      COMMENTS/NOTES**

Hazard/Height Pay: +\$1.00 per hour

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

rate.

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

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

**County - UNION**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	09/28/21
Foreman	W59.97 B34.97 T94.94
General Foreman	W62.31 B36.08 T98.39
Journeyman	W57.69 B34.41 T92.10

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	27.00	32.04	38.60	45.11						
Benefits	20.24	23.98	26.54	29.01						

**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 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

County - UNION

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

**PREVAILING WAGE RATE**

	09/28/21
Asbestos Helper	W36.89
Abatement	B24.97
	T61.86

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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

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

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

**SHIFT DIFFERENTIALS:**

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

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

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

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

**County - UNION**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	02/11/21
Foreman	W62.18 B31.62 T93.80
General Foreman	W64.18 B31.62 T95.80
Journeyman	W57.18 B31.62 T88.80

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefits	14.27	14.50	17.73	17.96						

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

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



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

**County - UNION**

observed the following Monday.

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

**County - UNION**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	02/11/21
Foreman	W50.92 B29.27 T80.19
General Foreman	W52.92 B29.27 T82.19
Journeyman	W45.92 B29.27 T75.19

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

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

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	02/11/21
Foreman	W51.97 B28.92 T80.89
General Foreman	W53.97 B28.92 T82.89
Journeyman	W46.97 B28.92 T75.89

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	11.77	14.50	17.96							

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Industrial Painter-Containment**

**PREVAILING WAGE RATE**

	02/11/21
Journeyman	W38.23 B28.67 T66.90

**Craft: Industrial 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.
- 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, 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, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

**Craft: Ironworker                      PREVAILING WAGE RATE**

	07/08/21
Rod /Fence Foreman	W47.14 B48.17 T95.31
Rod/Fence Journeyman	W44.14 B48.17 T92.31
Structural Foreman	W49.44 B48.17 T97.61
Structural Journeyman	W46.44 B48.17 T94.61

**Craft: Ironworker                      APPRENTICE RATE SCHEDULE**

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

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

**Craft: Ironworker                      COMMENTS/NOTES**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

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

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

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

**OVERTIME:**

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

**County - UNION**

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

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

	10/20/20
Journeyman (Handler)	W32.98 B23.66 T56.64

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	19.79	23.09	26.38	29.68						
Benefits	21.51	for	all	intervals						

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

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

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

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/07/21
Class A Journeyman	W35.25 B30.62 T65.87
Class B Journeyman	W34.50 B30.62 T65.12
Class C Journeyman	W29.33 B30.62 T59.95
Foreman	W39.66 B30.62 T70.28
General Foreman	W44.06 B30.62 T74.68

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%						
6 Months										
Benefit	27.37	27.37	27.37	27.37						

**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 nozzle men 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 established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- 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



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

**County - UNION**

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

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

**OVERTIME:**

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

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

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

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

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

**County - UNION**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.38	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.

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

**County - UNION**

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

**PREVAILING WAGE RATE**

	11/12/21	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.20 B5.45 T32.65	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.20 B5.45 T36.65	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.15 B2.95 T20.10	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.20 B5.45 T28.65	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

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

**COMMENTS/NOTES**

**\* SKILLED TRADESMAN-**

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

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

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

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

**County - UNION**

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

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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

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

County - UNION

Craft: Millwright

**PREVAILING WAGE RATE**

	05/01/21
Foreman	W59.87 B35.32 T95.19
Journeyman	W52.06 B30.79 T82.85

Craft: Millwright

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

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

Craft: Millwright

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

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

**OVERTIME:**

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

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

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

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

County - UNION

**Craft: Operating Engineer                      PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer                      APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer                      COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	02/03/22
Apprentice (1st year)	W28.35 B13.80 T42.15
Apprentice (2nd year)	W32.35 B24.75 T57.10
Foreman (Charge Person)	W41.00 B25.53 T66.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W36.23 B25.53 T61.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W40.00 B25.53 T65.53

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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



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

County - UNION

**Craft: Paperhanger                      PREVAILING WAGE RATE**

	01/06/22
Foreman	W51.07 B27.11 T78.18
Journeyman	W46.37 B27.11 T73.48

**Craft: Paperhanger                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

**Craft: Paperhanger                      COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

**County - UNION**

hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

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

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

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

**County - UNION**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/05/21
Foreman	W61.77 B38.82 T100.59
General Foreman	W65.77 B38.82 T104.59
Journeyman	W57.19 B38.82 T96.01

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	16.17	22.06	23.99	25.95	27.87					

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

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

County - UNION

**Craft: Roofer                      PREVAILING WAGE RATE**

	06/29/21
Foreman	W44.27 B28.81 T73.08
Journeyman	W41.27 B28.81 T70.08

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	16.50	20.63	24.76	26.82	28.89	30.95	33.01	37.14		
Benefits	2.16	2.16	26.06	26.06	26.06	26.06	26.06	26.06		

**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.

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

**County - UNION**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	04/05/21
Foreman	W39.79 B37.29 T77.08
Journeyman	W38.04 B37.29 T75.33

**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	12.61	14.38	16.14	17.92	20.14	21.94	23.75	25.58	27.38	29.18

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENT:**

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

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

**OVERTIME:**

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

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

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

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

**County - UNION**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	06/29/21
Foreman	W54.85 B48.17 T103.02
General Foreman	W55.85 B48.17 T104.02
Journeyman	W51.35 B48.17 T99.52

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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



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

**County - UNION**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	01/01/22
Foreman	W67.63 B34.19 T101.82
General Foreman	W70.98 B34.19 T105.17
Journeyman	W63.38 B34.19 T97.57

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

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

INTERVAL	PERIOD AND RATES									
1000 hours	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%
Benefits	12.65	12.65	26.65	26.65	26.65	26.65	Intervals	7 to 10	receive	Journeyman Ben.

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 1-1-22:

Apprentice rate schedule for those apprentices registered prior to 7-1-13-

Interval	Period and Rates									
1000 Hours									80%	85%
Benefits								Intervals	9 and 10	Journeyman Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval	Period and Rates									
1000 Hrs.	25%	30%	40%	45%	55%	60%	70%	75%	85%	90%
Ben.	13.09	13.09	27.19	27.19	27.19	27.19	Intervals	7-10	Journey.	Ben.

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.

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

**County - UNION**

- 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 Friday, at straight-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.

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

**County - UNION**

**Craft: Tile Finisher-Marble                      PREVAILING WAGE RATE**

	01/03/22
Finisher	W48.97 B35.91 T84.88

**Craft: Tile Finisher-Marble                      APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile 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.

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

**County - UNION**

**Craft: Tile Setter - Ceramic**

**PREVAILING WAGE RATE**

	12/06/21
Finisher	W47.18 B31.95 T79.13
Setter	W61.44 B35.13 T96.57

**Craft: Tile Setter - Ceramic**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

**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.

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

**County - UNION**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/03/22
Tile Setter	W62.17 B38.42 T100.59

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	01/01/22
Grinder or Assistant	W57.60 B38.18 T95.78
Mechanic	W59.21 B38.19 T97.40
Terrazzo Resinous Worker	W49.46 B30.91 T80.37

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

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

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

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	07/27/21
Bucket, Utility, Pick-up, Fuel Delivery trucks	W40.21 B38.78 T78.99
Dump truck, Asphalt Distributor, Tack Spreader	W40.21 B38.78 T78.99
Euclid-type vehicles (large, off-road equipment)	W40.31 B38.78 T79.09
Helper on Asphalt Distributor truck	W40.21 B38.78 T78.99
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W40.21 B38.78 T78.99
Straight 3-axle truck	W40.21 B38.78 T78.99
Tractor Trailer (all types)	W40.31 B38.78 T79.09
Vacuum or Vac-All truck (entire unit)	W40.21 B38.78 T78.99
Winch Trailer	W40.41 B38.78 T79.19

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

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

**HAZARDOUS WASTE REMOVAL:**

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

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

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

**County - UNION**

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

**SHIFT DIFFERENTIAL:**

- Shifts starting at 4:00 PM (2nd Shift): + \$3.00 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: + \$3.00 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.
- Benefits on overtime shall be \$38.53.

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



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

**County - UNION**

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

**PREVAILING WAGE RATE**

	07/27/21
Driver	W32.52 B38.78 T71.30

**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, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans Day.

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

**County - UNION**

**Craft: Welder**

**PREVAILING WAGE RATE**

Welder

**Craft: Welder**

**COMMENTS/NOTES**

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

# STATEWIDE RATES

**OPERATING ENGINEERS**    **Rates Expiration Date :**

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

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
54.43	35.60	90.03	92.28

**CLASSIFICATIONS:**

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

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

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

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



**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.52	35.60	88.12	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS     Rates Expiration Date :

Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.76	35.60	92.36	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Autograde Pavement Profiler (CMI & similar types)

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

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

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

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

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

**CLASSIFICATIONS:**

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

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
50.89	35.60	86.49	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
57.84	35.60	93.44	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
62.52	35.60	98.12	100.37

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
61.52	35.60	97.12	99.37

**CLASSIFICATIONS:**

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

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
58.02	35.60	93.62	95.87

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
60.52	35.60	96.12	98.37

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
57.02	35.60	92.62	94.87

**CLASSIFICATIONS:**

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



**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

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

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
59.65	35.60	95.25	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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STRUCTURAL STEEL ERECTION      Rates Expiration Date :

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
55.59	35.60	91.19	93.44

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
52.93	35.60	88.53	90.78

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
51.40	35.60	87.00	89.25

**CLASSIFICATIONS:**

Compressor (Single)

Generators

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

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
49.64	35.60	85.24	87.49

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
57.21	35.60	92.81	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
56.35	35.60	91.95	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
64.54	35.60	100.14	102.39

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
62.88	35.60	98.48	100.73

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

**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:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
58.38	35.60	93.98	96.23

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

**TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.02	35.60	91.62	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
49.18	35.60	84.78	87.03

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**     **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

**CLASSIFICATIONS:**

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



**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
47.85	34.88	82.73	85.23

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.95	34.88	81.83	84.33

**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:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.80	34.88	81.68	84.18

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

**CLASSIFICATIONS:**

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

**DRILL FOR GROUND WATER SUPPLY**    **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
54.77	35.60	90.37	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

<b>07/01/2021</b>			<b>07/01/2022</b>
Rate	Fringe	Total	Total
47.93	35.60	83.53	85.78

**CLASSIFICATIONS:**

Driller's Helper

**OPERATING ENGINEERS MARINE-DREDGING**    **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
42.66	14.01	56.67	58.48	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
36.89	13.66	50.55	52.18	53.93

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
Rate	Fringe	Total	Total	Total
34.73	13.53	48.26	49.82	51.47

**CLASSIFICATIONS:**

Certified Welder

**OPERATING ENGINEERS MARINE-DREDGING**      **Rates Expiration Date :**

**Effective Dates:**

<b>10/18/2021</b>			<b>10/01/2022</b>	<b>10/01/2023</b>
Rate	Fringe	Total	Total	Total
33.78	13.18	46.96	48.53	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

<b>10/18/2021</b>			<b>10/01/2022</b>	<b>10/01/2023</b>
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

<b>10/18/2021</b>			<b>10/01/2022</b>	<b>10/01/2023</b>
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

<b>10/18/2021</b>			<b>10/01/2022</b>	<b>10/01/2023</b>
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**    **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

Screedman



**ASPHALT LABORERS - SOUTH**     **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

**CLASSIFICATIONS:**

Raker, Luteman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

<b>10/18/2021</b>			<b>10/18/2022</b>
Rate	Fringe	Total	Total
33.47	30.70	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

<b>10/18/2021</b>			<b>10/18/2022</b>
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

<b>10/18/2021</b>			<b>10/18/2022</b>
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

**CLASSIFICATIONS:**

Foreman

**HEAVY & GENERAL LABORERS - NORTH**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**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:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**HEAVY & GENERAL LABORERS - SOUTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

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

**HEAVY & GENERAL LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**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:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

**CLASSIFICATIONS:**

general foreman

TERRITORY  
ENTIRE STATE

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

HEAVY & GENERAL LABORERS - SOUTH      Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

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

PIPELINE - MAINLINE TRANSMISSION     Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

**Effective Dates:**

**06/15/2021**

Rate	Fringe	Total
54.64	33.55	88.19

**CLASSIFICATIONS:**

Pipeline Journeyman Welder



TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

06/15/2021

Rate	Fringe	Total
54.64	33.55	88.19

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

06/15/2021

Rate	Fringe	Total
33.84	23.17	57.01

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**     **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

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

**Effective Dates:**

<b>11/09/2021</b>			<b>11/01/2022</b>
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

<b>11/09/2021</b>			<b>11/01/2022</b>
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

<b>11/09/2021</b>			<b>11/01/2022</b>
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper

**ASPHALT LABORERS- NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH      Rates Expiration Date :

**Effective Dates:**

<b>03/01/2022</b>			<b>03/01/2023</b>
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

**CLASSIFICATIONS:**

Asphalt Laborer

**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

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

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
59.18	40.83	100.01	103.20	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.83	38.52	94.35	97.36	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
53.60	36.98	90.58	93.47	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
46.90	32.36	79.26	81.77	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
69.79	48.15	117.94	121.69	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
64.20	44.29	108.49	111.96	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
62.53	43.14	105.67	109.03	112.40	115.76

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
45.22	31.20	76.42	78.85	81.28	83.72

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.99	29.66	72.65	74.96	77.26	79.58

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

	12/05/2021		12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
42.43	29.27	71.70	73.98	76.26	78.55

**CLASSIFICATIONS:**

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/05/2021</b>			<b>12/04/2022</b>	<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total	Total
36.29	25.04	61.33	63.29	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/05/2021</b>			<b>12/04/2022</b>	<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

<b>12/05/2021</b>			<b>12/04/2022</b>	<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total	Total
55.27	38.13	93.40	96.38	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman



**ELECTRICIAN- UTILITY WORK (SOUTH)**    **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

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

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
65.28	53.00	118.28

**CLASSIFICATIONS:**

General Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
58.14	48.74	106.88

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
55.08	46.90	101.98

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Welder

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
51.00	44.47	95.47

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
40.80	38.24	79.04

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
35.70	35.33	71.03

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
33.15	33.82	66.97

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
30.60	32.30	62.90

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/05/2021**

Rate	Fringe	Total
28.05	30.77	58.82

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/05/2021

Rate	Fringe	Total
21.78	27.02	48.80

**CLASSIFICATIONS:**

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS      Rates Expiration Date :

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
72.98	34.88	107.86	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
72.53	34.88	107.41	110.74

**CLASSIFICATIONS:**

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

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
71.78	34.88	106.66	109.99

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
75.53	34.88	110.41	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
70.95	34.88	105.83	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
70.43	34.88	105.31	108.64

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

	<b>03/01/2022</b>		<b>03/01/2023</b>
Rate	Fringe	Total	Total
70.20	34.88	105.08	108.41

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS      Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
69.60	34.88	104.48	107.81

**CLASSIFICATIONS:**

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

## **SPECIAL PROVISIONS**

**East Front Street Intersection Improvements  
March 2022  
State Job No. 7412315  
Federal Project No. HSIP-0620(300)**

### **SPECIFICATIONS TO BE USED**

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 29 inclusive.

### **GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

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



The following information is located at the end of these Special Provisions:

1. Disadvantaged Business Enterprise Utilization. (Federal Aid Project Attachment 1)
2. Specific Equal Employment Opportunity Responsibilities on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 3)
4. Federal Equal Employment Opportunity Contract Specifications for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 4)
5. State of New Jersey Mandatory Equal Employment Opportunity Language on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 5)
6. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on NJDOT Federal Aid Projects. (Federal Aid Project Attachment 6)
7. Payroll Requirements for NJDOT Federal Aid Projects. (Federal Aid Project Attachment 7)
8. FHWA-1273 Required Contract Provisions, Federal Aid Construction Contracts. (Federal Aid Project Attachment 8)
9. State Mandatory Addendum to FHWA 1273 Required Contract Provision, Federal Aid Construction Contracts as Amended or Supplemented. (Federal Aid Project Attachment 9)
10. Federal Mandatory Equal Opportunity Language on Federal Aid Projects. (Federal Aid Project Attachment 10)
11. Byrd Anti-Lobbying Certification. (Federal Aid Project Attachment 11)

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

The Federal FY begins October 1 of the previous calendar year.

#### 101.03 TERMS

THE FOLLOWING TERM IS ADDED:

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

THE FOLLOWING TERMS ARE CHANGED:

**actual cost:** The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

#### 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 103 – AWARD AND EXECUTION OF CONTRACT

#### 103.04 EXECUTION OF THE CONTRACT

THE FOLLOWING TERM IS ADDED:

*A minimum of five (5) business days prior to the pre-construction meeting, the Contractor will provide the County, in writing, with the following:*

SPECIAL PROVISIONS

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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.

## **SECTION 104 – SCOPE OF WORK**

### **104.02 VALUE ENGINEERING**

This section intentionally left blank.

### **104.03 CHANGES TO THE CONTRACT**

This section intentionally left blank.

## **SECTION 105 – CONTROL OF WORK**

### **105.05 WORKING DRAWINGS**

THE FOLLOWING ITEMS ARE ADDED TO THE LIST OF REQUIRED CERTIFIED WORKING DRAWING:

Traffic Control and Staging Plans  
Beacon Signal Assembly

#### **105.07.01 Working in the Vicinity of Utilities**

##### **A. Initial Notice.**

##### **B. Locating Existing Facilities.**

2.

Fiber Optic Markout Form is available at:

<http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm>.

Bureau of Traffic Operations, North Region (TOCN)  
670 River Drive  
Elmwood Park, NJ 07407-1347  
Telephone: 732-697-7360

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3.

Bureau of Electrical Maintenance, North Region  
200 Stierli Court  
Mt. Arlington, NJ 07856-1322  
Telephone: 973-601-6650

**C. Protection of Utilities.**

Facility Daily Access Request Form is available at: <http://www.state.nj.us/transportation/eng/elec/TTS/access.shtm>.

**105.07.02 Work Performed by Utilities**

**THE FOLLOWING IS ADDED TO THIS SUBSECTION:**

When the removal, relocation, de-energization or replacement of utility structures or facilities is deemed nonessential by the Resident Engineer for carrying out the project, but is performed for the Contractor's convenience, the cost of such work shall be borne entirely by the Contractor. No relocation work by utility companies is anticipated.

The attention of the Contractor is called to the presence of various utilities at the site. The County will notify utility companies in writing upon the award of contract. A preconstruction meeting will be scheduled by Monmouth County with the Utility Companies and the Contractor. The Contractor is responsible for the coordination with utility companies for all the relocation work. The following are a list of same, descriptions of the manner in which they will be dealt with, and names and phone numbers of contact persons:

PSE&G (Electric)  
Burk Lambertson  
472 Weston Canal Road  
Somerset, NJ 08873  
(732)764-3160

PSE&G (Gas)  
James Cavanagh  
40 Rock Avenue  
Plainfield, NJ 07063  
(908) 668-3840

Verizon  
Steven Kallert  
290 W Mount Pleasant Ave  
Livingston, NJ 07039  
(201) 407-2752

Comcast  
Bob Knopf  
Planning and Design Tech  
Comcast Construction Dept  
800 Rahway Ave  
Union, NJ 07083

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(732) 602-7444

New Jersey American Water  
Rafael A Brizuela  
Construction Supervisor NJAW  
1341 North Avenue  
Plainfield, NJ 07062  
(908) 791-3449

Plainfield Area Regional Sewerage Authority  
Robert Villee  
200 Clay Ave.  
Middlesex, NJ 08846  
(732) 968-2471

Plainfield Municipal Utilities Authority  
Stephen Dessino  
Assistant Superintendent of Sewer  
127 Roosevelt Avenue  
Plainfield, NJ 07060  
(908) 226-2518

#### Utilities – General

Every effort has been made to accurately show the location of various utilities within the project limits. The Contractor is responsible for any damage to same. As such it is the responsibility of the Contractor to visit the site and to contact the utilities present to ascertain the exact location of existing facilities, both those which are shown on the construction plans and any installations which may have occurred since these plans were prepared. The Contractor shall not start construction until supplying the County with a confirmation number obtained from the One-Call System in accordance with P.L. 1194, Chapter 118, Item #11 of the Underground Facility Protection Act.

The Contractor should note that underground facilities of other utilities which do not participate in the underground markout service may exist at the site (e.g. City of Plainfield – public utilities).

It shall be the responsibility of the Contractor to visit the site prior to bidding and to ascertain whether or not the methods proposed for dealing with on-site utilities are compatible with his proposed scheduling and equipment. If for any reason the Contractor feels that the methods proposed are unacceptable, it will be his responsibility to notify the Engineer prior to bidding. Any changes from the methods of dealing with the various utilities proposed herein subsequent to the award of contract will be subject to approval of the Engineer, and any delays or additional expenses attributable thereto will be the sole responsibility and expense of the Contractor.

The Contractor shall coordinate his/her schedule with utility work to avoid conflicts and prevent delays. The contractor shall provide notification to all utilities and arrange for necessary relocations. The contractor shall provide a copy of all utility notifications to the Resident Engineer. Failure to complete work due to inadequate coordination with utilities shall not be reason for the contractor to claim additional time or additional costs.

The Contractor shall coordinate his activities with those of the utility companies involved in the relocation or maintenance of existing or proposed utility facilities. It shall be the responsibility of the Contractor to notify the Engineer, in writing, whenever it becomes apparent that completion of the project will be delayed because of delays in relocating, de-energizing,

etc. existing on site utilities. In the absence of such notification, subsequent delays in completion of work will be solely the responsibility of the Contractor and liquidated damages will be assessed as elsewhere specified herein.

Valves, valve covers and castings which are either indicated on the construction plans or which are discovered during construction shall be reset or relocated by the Contractor to the correct proposed elevation.

Service connections, damaged by the Contractor shall be repaired by licensed tradespeople at the Contractor's expense.

Contractor shall maintain all legal and recommended clearances from existing utility lines.

Every effort has been made to accurately show the location of various utilities within the project limits. The Contractor is responsible for any damage to same. As such, it is the responsibility of the Contractor to visit the site and to contact the utilities present to ascertain the exact location of the existing facilities, both those which are shown on the construction plans and any installations which may have occurred since these plans were prepared.

## **SECTION 106 – CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

## **SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT**

### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

Do not provide Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

SPECIAL PROVISIONS

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Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

## SECTION 108 – PROSECUTION AND COMPLETION

### 108.01 SUBCONTRACTING

#### 1. Values and Quantities.

There are no Specialty Items in this Project.

### 108.07 TRAFFIC CONTROL

THE FOLLOW[NG IS ADDED:

Working hours for this project are as follows:

Weekdays (Monday through Friday) Day-Time 8:00 am to 4:00 pm

Weekends/Holidays - Not Allowed without Approval from Union County

### 108.10 CONTRACT TIME

B. Complete all work required for Substantial Completion in 240 days.

#### 108.11.01 Extensions to Contract Time

#### B. Types of Delays.

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

#### b. Utilities.

THE LAST PARAGRAPH IS CHANGED TO:

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

C. **Submitting Time Impact Evaluation.** If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

**108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

LIST (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within 10 days of execution of the Contract.

**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.



## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 155 – CONSTRUCTION FIELD OFFICE**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

### **SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY**

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

#### **159.01 DESCRIPTION**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

County Route 620 (East Front Street) and intersection roadways within the project limits will not be permitted to be closed to traffic at any time during the contract period unless otherwise approved or as shown on plans.

Daily detours will only be permitted with the written approval of the County prior to implementation. If the Contractor feels it will be necessary to detour the road, it will be his responsibility to obtain approvals from the City of Plainfield and the County. The Contractor shall also obtain State approval (permits) if the detour routes involve state roads. The Contractor will be required to submit to the County for review and approval of a traffic control plan/detour plan designed in accordance with the current MUTCD and signed by a Licensed Professional Engineer. All of the costs associated with the detour shall be the sole responsibility of the Contractor.

The Contractor shall not assume that any night-time work will be permitted. If the Contractor feels it will be necessary to work during night-time hours, it will be his responsibility to obtain approvals from the Municipality and the County. No additional compensation will be considered for night-time work.

Unless otherwise approved, reduction of the number of lanes available for traffic or constriction of existing widths of traveled way will not be permitted between the hours of 6:00 AM and 9:00 AM, and between the hours of 4:00 PM and 7:00 PM. The hours of construction operations will be determined by the Resident Engineer. Work which will interfere with traffic or restrict the width of travelled way available for traffic shall not be performed on Saturdays, Sundays, or legal holidays, unless otherwise directed or approved by the Resident Engineer.

The hours of construction operations shall be in accordance with City of Plainfield's ordinances with the approval of the County. The Contractor shall contact City of Plainfield to determine all applicable municipal ordinances and/or restrictions which may impact this project. The Contractor shall consider such municipal ordinances or restrictions in the preparation of its proposal bid prices. No additional compensation will be considered for limits placed on the Contractor by the municipality.

The maintenance and protection of traffic with minimum interference is of first importance. The Contractor shall provide and maintain to the satisfaction of the Resident Engineer, adequate and safe means of passage of vehicular and pedestrian traffic at all times throughout the project length. This requirement shall include vehicular (including fire, police and other emergency

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vehicles and school buses) and pedestrian access to all residences, businesses, schools and public buildings adjoining or affected by the work. Sufficient width shall be provided at driveways to allow safe and convenient turning through them and the outside edges shall be plainly marked as required by the Resident Engineer.

The Contractor shall maintain, as a minimum, two (2) traffic lanes (one in each direction) throughout the project site, at all times during periods of construction activity. However, the Contractor will be permitted to maintain one lane with alternating traffic for a period not to exceed five (5) working days. The length through which alternate traffic may be maintained shall be limited to the immediate work area and shall not exceed 1500 feet unless otherwise approved by the County. Traffic control measures shall be coordinated with uniformed police officers during periods when traffic is to be maintained using a single, alternating lane, or any construction activities interfering with traffic at an intersection. The minimum lane width(s) at any time shall be eleven (11) feet. The Contractor shall provide to the Resident Engineer a traffic control plan signed by a Licensed Professional Engineer which complies with the latest version of MUTCD and which indicates all traffic control devices necessary for the safe maintenance and protection of traffic. Said traffic control plan shall be submitted to the Resident Engineer a minimum of two (2) weeks prior to the start of Construction. No work shall commence unless approval of the plan is provided by the Resident Engineer.

During evening hours and periods of inactivity all construction equipment, material and other obstructions shall be removed from all travel ways and shoulders, and properly secured from traffic. Two lanes of traffic with appropriate striping and all applicable warning signs shall be provided.

The Contractor must maintain pedestrian access and driveway access through the project limits at all times.

The Contractor shall notify in writing to the County Engineer at the Union County Engineering Department, the Fire and Police Departments, First Aid Squads, as well as local residents/business owners within the project limits at least 7 days in advance of beginning construction. Such notification shall include the duration of project and a description of the methods to be employed to maintain traffic throughout the work site.

### **159.03.01 Traffic Control Coordinator**

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

### **159.03.02 Traffic Control Devices**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control

Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

**159.03.08 Traffic Direction**

**B. Police.**

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

The Contractor shall coordinate with local police department from the City of Plainfield as to their requirements or compliance with State Law for police presence during commencement from one construction stage to the next construction stage only. Contractor shall be responsible for scheduling all work and notifications with the local police to comply with local ordinance or police presences. 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 ITEM IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
POLICE SERVICE CHARGE	DOLL

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The Department will measure TRAFFIC STRIPES, LATEX and TRAFFIC MARKINGS LINES, LATEX by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

**SECTION 160 – PRICE ADJUSTMENTS**

**160.03.01 FUEL PRICE ADJUSTMENT**

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in [Table 160.03.01-1](#) without written approval from the RE.

### **160.03.02 ASPHALT PRICE ADJUSTMENT**

THE THIRD PARAGRAPH IS CHANGED TO:

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the new asphalt in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

## DIVISION 200 – EARTHWORK

### SECTION 201 – CLEARING SITE

#### 201.03.01 Clearing Site

THE FOLLOWING IS ADDED:

- I. **Shrub Relocation.** Remove and reset of designated shrub at a location acceptable to the owner. Install plant as specified in 811.03.01.

#### 201.04 Measurement and Payment

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of \$20,000 until Completion.

### SECTION 202 – EXCAVATION

#### 202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

# DIVISION 400 – PAVEMENTS

## SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

### 401.03.07 HMA Courses

#### A. Paving Plan.

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.

#### D. Transportation and Delivery of HMA.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

#### E. Spreading and Grading.

### 401.04 Measurement and Payment

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HMA MILLING, MORE THAN 3" TO 6"	SQUARE YARD
CONCRETE MILLING	SQUARE YARD
MICRO-MILLING	SQUARE YARD
HMA PROFILE MILLING	SQUARE YARD
HOT MIX ASPHALT PAVEMENT REPAIR	SQUARE YARD
SEALING OF CRACKS IN HOT MIX ASPHALT SURFACE COURSE	LINEAR FOOT
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT
TACK COAT	GALLON
TACK COAT 64-22	GALLON
POLYMER MODIFIED TACK COAT	GALLON
PRIME COAT	GALLON
HOT MIX ASPHALT _____ SURFACE COURSE	TON
HOT MIX ASPHALT _____ SURFACE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE	TON
HOT MIX ASPHALT _____ INTERMEDIATE COURSE HIGH RAP	TON
HOT MIX ASPHALT _____ BASE COURSE	TON
HOT MIX ASPHALT _____ BASE COURSE HIGH RAP	TON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The RE will measure HOT MIX ASPHALT PAVEMENT REPAIR before overlay by the square yard of area bounded by the sawcuts.

The RE will measure TACK COAT, TACK COAT 64-22, PRIME COAT, and POLYMER MODIFIED TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature-volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT \_\_\_\_\_ SURFACE COURSE, HOT MIX ASPHALT \_\_\_\_\_

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\_\_\_ INTERMEDIATE COURSE, and HOT MIX ASPHALT \_\_\_ \_\_\_ BASE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT \_\_\_ \_\_\_ SURFACE COURSE.

The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

The Department will make a payment adjustment for HMA air void quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Reduction Per Lot (\%)}$$

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

Reduction Per Lot (%) = Air void Reduction (%) per lot as specified in 401.03.07.H.

The Department will make a payment adjustment for HMA thickness quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Percent Reduction (\%)}$$

Where:

BP = Bid Price of HMA

Q = Quantity of HMA in lot receiving payment adjustment

Percent Reduction (%) = Thickness Percent Reduction (%) per lot as specified in 401.03.07.I.

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.07.J.

## DIVISION 600 – MISCELLANEOUS CONSTRUCTION

### SECTION 602 – DRAINAGE STRUCTURES

#### 602.03.03 Set Casting, Reset Casting and Reconstructed Inlet and Manhole

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Install new casting as specified in 602.03.02.

#### 602.03.06 Manhole Cover and Bicycle Safe Grate

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Install new bicycle safe grate as specified in 602.03.02.

#### 602.03.07 Curb Piece

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Install new curb piece as specified in 602.03.02.

### SECTION 612 – SIGNS

THE FOLLOWING SUBSECTION IS ADDED:

#### 612.03.04 Reflectorized Mast Arm Street Name Signs

##### 1. General

Signs shall be fabricated in accordance with the layouts depicted on the Sign Fabrication Details. **The contractor shall not alter the sign layout without prior approval of the Resident Engineer.** Local Aid must also be informed if any changes to the sign layout will occur. No changes may be made without approval from Local Aid. Mast arm street name signs may be single or doubled sided.

##### 2. Materials

Sign materials shall be in accordance with Section 911 of these Special Provisions.

The sheeting shall be ASTM Type IX reflective sheeting. The legend shall be white letters on green background for sheet names and gold legend on blue background for county roadway identification signs. Three processes are permissible:

- a. The sign face shall be made from white reflective sheeting conforming to ASTM Type IX. The legend shall be screened and coated with a clear finish. Screen processed opaque black color need not be clear coated and shall be in accordance with the recommendations of the sheeting manufacturer; or
- b. Sign face shall be made from white reflective sheeting conforming to ASTM Type IX. A green precut translucent material is then applied in accordance with the recommendations of the sheeting manufacturer; or
- c. Sign face shall be made from green reflective sheeting conforming to ASTM Type IX. Precut green material is then applied to produce the border and lettering.



3. Mounting Street Name Signs

Signs shall be installed, on the traffic signal mast arms at the locations shown on the plans, in accordance with details included in plan set. Swing sign brackets, miscellaneous fittings and hardware are included in the traffic signal mast arm item in accordance with subsection 702.03.03. Brackets shall be affixed to mast arm using stainless steel banding. Where conditions warrant, offset sign brackets shall be used where directed or approved by the County. Mast arm mounting brackets shall be designed to fit tubes or poles with various diameters. Hardware details are included in the contract plans.

Aluminum Angle stiffener (1/8"x1"x1") shall be used on all mast arm street name signs longer than 66". The stiffener shall be 12" shorter than the sign.

A minimum height clearance of 15'-6" between the bottom of the signs and the pavement surface shall be maintained.

**612.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEM IS ADDED:

<u>Item</u>	<u>Pay Unit</u>
OVERHEAD STREET NAME SIGNS	SQUARE FOOT

## DIVISION 650 – UTILITIES

THE FOLLOWING SECTION IS ADDED:

### SECTION 654 – EXISTING ELECTRIC, TELEPHONE, AND CABLE SERVICES

#### 654.01 DESCRIPTION

This work shall consist of the reconstruction of fiber optic and telephone manholes.

#### 654.02 MATERIALS

##### 602.02.01 Materials

Provide materials as specified:

Coarse Aggregate (No. 57).....	901.03
Soil Aggregate (I-3) .....	901.11
Concrete .....	903.03
Mortar.....	903.08.01
Curing Materials .....	903.10

#### 654.03 RESET MANHOLE CASTING

Reset manhole castings as specified in 602.03.03. Verify that existing frame and cover are sound and in good condition prior to resetting. Reconstruct the chimney with concrete barrel blocks as required to achieve the required finished grade for the casting. All manholes must have a minimum of 2 feet of cover over the roof. If manholes are in the unpaved area adjacent to the road, the 2 feet of cover must be based on the finished road grade and not the grade of the unpaved area. The maximum cover over the roof is 3 feet. Coat the inside and outside wall with at least 1/2-inch thick layer of mortar and towel smooth.

#### 654.04 MEASUREMENT AND PAYMENT

The County will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
RESET MANHOLE	UNIT
RESET TELECOMMUNICATIONS MANHOLE	UNIT

The County will make payment for the total number of manhole castings reset regardless of the length of chimney modifications required under RESET MANHOLE.

The County will make payment for the total number of manhole castings reset regardless of the length of chimney modifications required under RESET TELECOMMUNICATIONS MANHOLE.

When the RE directs undercutting of unstable material, the County will make payment for the additional excavation and bedding as specified in 104.03.03.

## **DIVISION 700 – ELECTRICAL**

### **SECTION 701 – GENERAL ITEMS**

#### **701.03.01 Existing Systems**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

If new cable or wire is designated to be installed into existing conduit systems, clean and swab the conduit system prior to installing the cable or wire. After cleaning, test each conduit by pulling through a metal ball with a diameter at least 85 percent of the nominal inside diameter of the conduit to ensure the conduit is free of any obstruction or foreign material. If the ball fails to pass through the conduit, repair or replace the defective conduit as directed by the RE. Restore disturbed areas to original condition.

#### **701.03.08 Junction Box**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Junction box covers shall be stamped with the logo "Traffic Signal". The cover for the 24" x 36" Junction Box shall be green if installed in grassy areas, gray if installed in concrete areas, or as directed by the Engineer. Stamping and colors shall be supplied by the manufacturer only. Stamping and spraying of covers on-site or in the Contractor's yard is not acceptable. At the request of the Engineer, the Contractor shall supply all necessary invoices as proof the covers were prepared by the manufacturer.

Holes needed to accept the various size and types of conduit that terminate at the boxes shall be made in accordance with the requirements found in the project detail sheets. Holes made in any other manner than those specified on the detail sheets are not acceptable. The use of hammers, chisels, cut-off saws, etc., to make holes in the junction boxes will not be allowed.

Boxes that are damaged or broken by the Contractor while making holes for conduits shall either be repaired to the satisfaction of the Engineer or replaced without additional compensation.

All conduits terminating at splice boxes shall be sealed to prevent water from entering the boxes or vice versa. Duct Seal or other suitable material for this purpose shall be used. Material must be UL listed and meet the requirements of the National Electric Code.

#### **701.03.12 Foundations**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Prior to any concrete placement, the Contractor shall obtain approval of the excavation and formwork for the foundations. Foundations poured without prior approval will not be considered for payment. Additionally, foundations poured improperly (i.e., location, depth, etc.) as determined by the Engineer, shall be completely removed, re-excavated, re-formed and re-poured. This shall be done without additional compensation.

If foundations are not poured the same day they are excavated, they shall be inspected by the Engineer to determine if the condition of the excavation is suitable for pouring. Any standing water in the bottom of the foundation shall be removed to a depth of one inch. Quarry processed stone shall then be placed in the excavation, as directed by the Engineer.

The Contractor shall ensure that the proper grades are established for the foundations. The Contractor shall verify all finished grades with the Engineer prior to pouring any foundations.

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**701.03.14 Meter Cabinet**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Powder coat gloss black in accordance with section 702.03.01. Cabinets that are scratched, Nicked or otherwise damaged shall be repaired or replaced to the satisfaction of the Engineer, without additional compensation. Irregular patterns and/or circular scratches are not acceptable.

**701.03.15 Cable and Wire**

**C. Connection and Coordination with Utility Services.**

THE FOLLOWING IS ADDED:

It shall be the responsibility of the Contractor to obtain the respective utility company’s requirements for establishing the required connections for electrical power service to the new traffic signal installations.

**701.04 Measurement and Payment**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
FOUNDATION, TYPE SFT-H	UNIT

**SECTION 702 – TRAFFIC SIGNALS**

**702.02 DESCRIPTION**

THE FOLLOWING IS ADDED:

The traffic signal poles, mast arms, traffic signal head, push button housing, image detector, and necessary hardware, identified on the plans, shall be powder-coated black. All mounting brackets and hardware shall be finished to match the color of the single member arm and shaft assemblies upon which they will be mounted.

**702.03.01 Controller**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The controllers shall be model ASC/3-2100, as manufactured by *Econolite Control Products, Inc., 3360 E. La Palma, Anaheim, CA, telephone (714) 630-3700 / fax (714) 630-6349*; or approved equal.

Each controller shall be mounted on an 18” aluminum skirt with adjustable shelves. The 18” aluminum skirt shall be of the same manufacturer as of the controller cabinet. Controller shall be equipped with an uninterruptible power source (UPS) unit in each controller cabinet installed. The UPS shall be capable of running the intersection at full operation for 6-8 hours at 600 watts and shall be compatible with all other equipment. The UPS unit shall be self mounted and the battery pack shall be self mounted on the sidewall of the controller cabinet skirt. **The controller shall be equipped with hot-swap bypass switch with a generator connection accessible from the outside of the controller cabinet.**

The Contractor shall submit to the Engineer for review and approval, catalog cuts and a fully wired cabinet depicting placement of a fully equipped controller cabinet with UPS equipment and battery pack before final approval is given to proceed.

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The controller shall include a GPS based time clock, which can supply a momentary relay closure to the controller. The time switch shall have the capability of automatically setting the day-of-week and time-of-day using GPS technology. The time switch shall reset to GPS day and time at least once per day.

### Cabinets

All cabinets shall be powder-coated gloss black. Powder coating shall be applied during fabrication, either in-house or as a contracted service.

Cabinets shall be cleaned prior to the powder coat process. To facilitate adhesion of the powder, the arms and poles shall have a minimum 80-grit rotary-sanded satin brush finish.

The applied finish shall be a thermosetting powder coat. The powder resin shall be type TGIC polyester or approved equal. If necessary, the aluminum parts shall be preheated to sufficient temperature prior to the coating process to insure all water vapor is removed and to aid the fusing of the powder to the aluminum.

The powder shall be applied by electrostatic spraying. After spraying, the parts shall be oven cured for a cycle of 5 to 15 minutes at a temperature between 375-400 degrees Fahrenheit.

The final coating film thickness shall be between 3 and 5 mils.

Before shipping, the manufacturer shall perform a thorough visual inspection to assure there are no finish flaws. Any touch-up or recoating necessary shall be performed prior to shipping.

A spray can of matching touch-up paint shall be supplied for every unit furnished and installed. Touch-up paint shall be delivered to the Engineer at the same time the poles, transformer bases and other hardware is delivered. The paint shall not be used to touch up scratches, scuffs or other marks made during handling by the Contractor or others. If any poles, bases or hardware are damaged, the Contractor shall be responsible for correcting the damage to the satisfaction of the Engineer.

The Contractor shall exercise extreme caution while handling the cabinets. Cabinets that are scratched, nicked or otherwise damaged shall be repaired or replaced to the satisfaction of the Engineer, without additional compensation. Irregular patterns and/or circular scratches are not acceptable.

### **702.03.11 Temporary and Interim Traffic Signal Systems**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

If temporary or interim traffic signal systems are required during construction, the Contractor shall submit working drawings for approval at least 30 days before starting the installation.

### **702.03.12 Controller Turn On**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The Contractor shall notify the County that the traffic signal system along with all signs and pavement markings are completed and may be inspected to ensure conformance with the Contract requirements. The traffic signal system inspection shall be performed within four working days of notification. This procedure shall be repeated until all required items are completed. Traffic signal activation (flash mode) will be scheduled upon completion of all traffic signal system items. For traffic signal activation (flashing and normal operation), a technician representing the controller manufacturer shall be present at the site. Maintenance acceptance will be considered only after all testing has been completed, defects corrected, all indications are operational and properly aimed,

cables tagged, controller fully operational, performing all timing functions required, and all other items of work associated with the signal are completed.

The activation of the traffic signal system shall be performed in accordance with the following County procedure for a New Traffic Signal System.

#### Phase 1 – Inspection

1. All testing shall be completed and successful, all defects and deficiencies corrected, all indications operational and properly aimed, cables tagged, all other items of work associated with the signal completed, and all signs and pavement markings properly installed at least six working days before the scheduled activation (flashing mode) of the signal.
2. The County shall perform a final inspection of the signal system within four days, and upon satisfactory conditions of the signal system, will confirm the scheduled activation (flashing mode) date. Any deficiencies found during the final inspection will result in the activation (flashing mode) being re-scheduled.
3. The image detection system shall be completely established and operational at the time of inspection. The image detection system software and training shall be provided to the County prior to scheduling of activation (flashing mode) date.
4. The Contractor shall provide an As-Built Electrical Plan to the County prior to scheduled activation (flashing mode).

#### Phase 2 - Flashing Operation

Variable Message Signs (VMS) advising the motorists of the signal activation shall be posted on the day of signal activation (flashing mode) on all approaches to the intersection. VMS shall be provided by the contractor. The message shall read “Signal Turn On “Date” ”.

Actual activation (flashing mode) shall consist of the following steps:

- a) required personnel - representatives of the General Contractor, Electrical Contractor with appropriate equipment, Traffic Safety Engineering Division and the manufacturer of traffic signal control components
- b) installation of all required equipment in the controller cabinet by the representative of the manufacturer of traffic signal control components
- c) testing of installed equipment (timings, conflicts, push buttons, other detection, etc.)
- d) unbagging of all signal heads, and signs if applicable
- e) disconnecting of the existing traffic signal system, if applicable
- f) activation of the signal
- g) minor re-aiming of signal heads, if necessary
- h) removal of the disconnected existing traffic signal system

Uniformed police officers shall be present at the site to direct traffic and ensure safety to the traveling public as well as all construction personnel throughout this phase.

Flashing operation shall last at least three (3) consecutive days but not more than seven (7) days. After seven (7) days of flashing operation, the signal will be disconnected and bagged. (The existing flashing beacon, if in place, shall be immediately removed when the new signal is activated and operates in flashing mode).

#### Phase 3 - Normal Operation

1. Actual activation shall consist of the following steps:
  - a. required personnel - representatives of the General Contractor, Electrical Contractor with appropriate equipment, County’s Engineering Department and the manufacturer of traffic signal control components
  - b. unbagging and/or removal of signs if applicable
  - c. activation of the signal

- d. final testing of controller equipment under normal operation conditions by the representative of the controller manufacturer
- e. minor re-aiming of signal heads, if necessary
- f. removal of VMS

2. Observation of signal operation and traffic flow.

Uniformed police officers shall be present at the site to direct traffic and ensure safety to the traveling public as well as to all construction personnel throughout this phase.

3. Fine-tuning and modifications of the traffic control devices as directed by the Engineer.

No traffic signal system activation shall be scheduled for Mondays, Fridays or days immediately before holidays.

Upon successful activation of the traffic signal system, the County will assume maintenance of said traffic signal system.

THE FOLLOWING SUBSECTIONS ARE ADDED

**702.03.13 Single Member Arm and Shaft Assembly**

This project specifies Single Member Arm and Shaft Assemblies specific to Union County. Single member arm and shaft assemblies consist of an aluminum arm (size as indicated on the plans), shaft, transformer base (size and type as indicated on the detail sheets), traffic signals, light fixtures, required mounting hardware, safety chains and other miscellaneous hardware. They are mounted on foundation, type SFT or foundation, type SFT-H.

Assemblies designated TBn-2 indicate there are two free swinging end signals; a TBn-1 designation indicates there is one free-swinging end signal and a TBn-3 indicates there are three free swinging end signals, where "n" represents the size of the transformer base for the pole.

Single member arm and shaft assemblies shall be stamped to ensure proper mating. The Contractor shall ensure that the correct arm assembly is mated to the shaft.

All poles, bases and hardware shall be powder-coated gloss black. The pole manufacturer shall apply the powder coating during fabrication, either in-house or as a contracted service. The cost for powder coating the poles, bases and other hardware shall be part of the unit price bid for the respective items under this contract.

Aluminum poles, arms and transformer bases shall be cleaned prior to the powder coat process. Arms and poles shall be cleaned by the immersion process using both an alkaline and acid bath before any fabrication welding. To facilitate adhesion of the powder, the arms and poles shall have a minimum 80-grit rotary-sanded satin brush finish.

The applied finish shall be a thermosetting powder coat. The powder resin shall be type TGIC polyester or approved equal. If necessary, the aluminum parts shall be preheated to sufficient temperature prior to the coating process to insure all water vapor is removed and to aid the fusing of the powder to the aluminum.

The powder shall be applied by electrostatic spraying. After spraying, the parts shall be oven cured for a cycle of 5 to 15 minutes at a temperature between 375-400 degrees Fahrenheit.

The final coating film thickness shall be between 3 and 5 mils.

Before shipping, the manufacturer shall perform a thorough visual inspection to assure there are no finish flaws. Any touch-up or recoating necessary shall be performed prior to shipping.

A spray can of matching touch-up paint shall be supplied for every unit furnished and installed. Touch-up paint shall be delivered to the Engineer at the same time the poles, transformer bases and other hardware is delivered. The paint shall not be used to touch up scratches, scuffs or other marks made during handling by the Contractor or others. If any poles, bases or hardware are damaged, the Contractor shall be responsible for correcting the damage to the satisfaction of the Engineer.

All traffic signal heads are to be fabricated from polycarbonate material and are to be black in color. Lenses are to be provided for all signal faces. In instances where a left or right turn arrow is shown as part of a four-section head, the signal section shall be comprised of dual row LED, with separate colors for green and yellow. In instances where left or right turn arrow is shown as part of a three section head (i.e. protected operation), the signal section shall be comprised of triple row LED.

Full tunnel visors are to be provided for all signal faces except as noted on the plans and shall be black in color. **All traffic signal indications including pedestrian indications shall be illuminated by LED.** Incandescent bulbs will not be allowed. Pedestrian signal housings shall be gloss black in color.

Where specified in the contract drawings, traffic signal faces shall be equipped with cut-off louvers, positioned horizontally.

**702.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
CONTROLLER ASSEMBLY, 8 PHASE W/BATTERY BACKUP	UNIT
SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2	UNIT
SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2-2	UNIT
SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-25-TB2-2	UNIT
SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-30-TB2-2	UNIT

The quantity of traffic signal assemblies and traffic signal standards for which payment will be made will be for the actual number constructed, measured in units in accordance with the plans, details and specifications.

**SECTION 703 – HIGHWAY LIGHTING**

**703.03 CONSTRUCTION**

THE FOLLOWING IS ADDED:

Luminaire foundation shall be according to the specifications and the manufacturer's recommendations.

**703.03.03 Luminaire**

THE FOLLOWING IS ADDED:

The decorative luminaire for the corners shall be HADCO model SP7565B, the pole is 21' 4" in height, the shaft is 6" in diameter, flat fluted straight. The luminaire will be as specified below or approved equal.

<u>Description</u>	<u>Manufacturer</u>	<u>Model</u>
Street Light Base	Valmont	Huntington ACI
Street Light Pole	HADCO	SP7565B

SPECIAL PROVISIONS  
 COUNTY PROJECT NO. 2016-018



# DECORATIVE BASE COVER “HUNTINGTON” AC1.

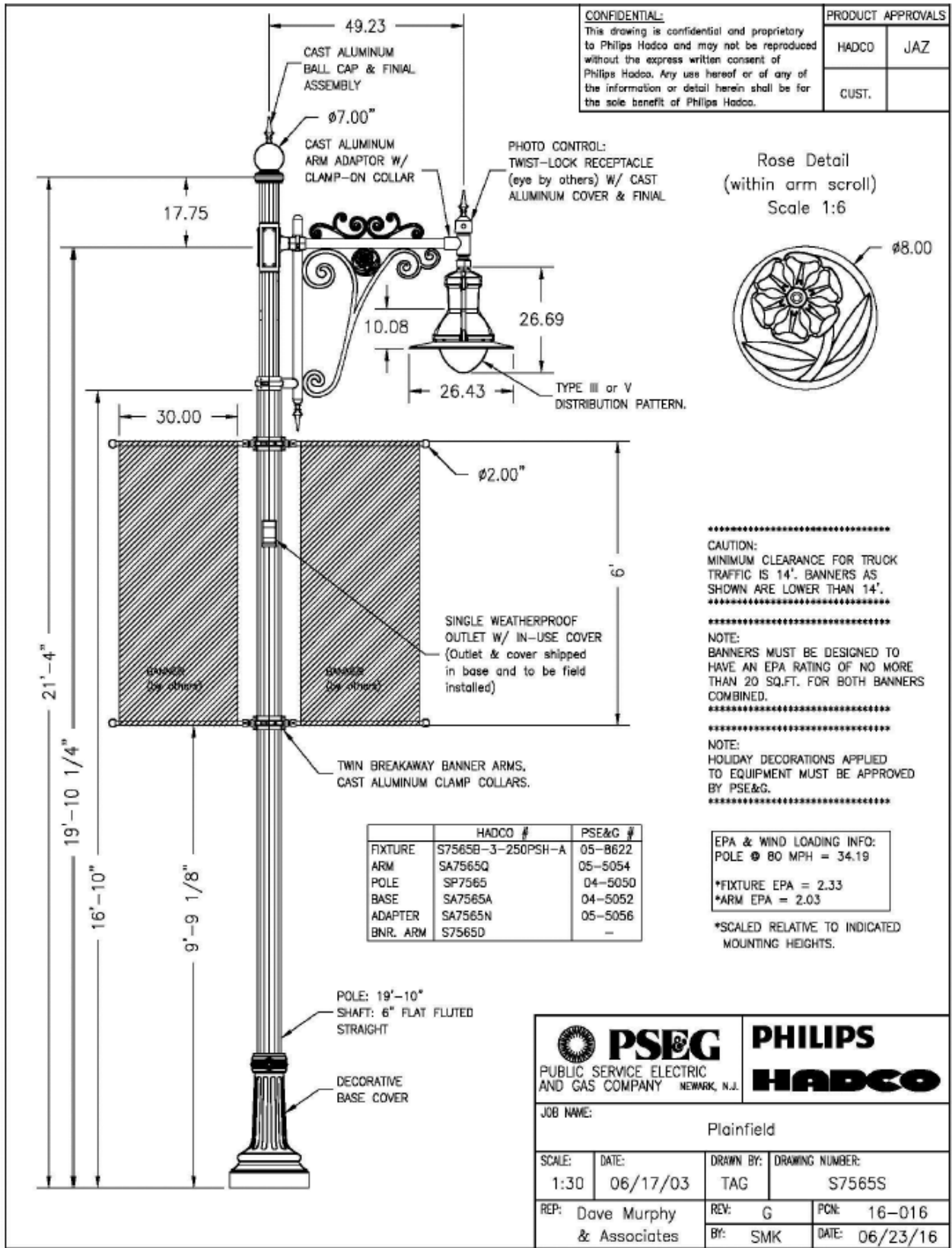
## FEATURES

- Aesthetically pleasing scalable family for lighting and traffic applications
- Clamshell design for quick, easy assembly
- Durable, high quality aluminum casting provides clean, crisp details
- Provided with stainless steel hardware
- Tamper proof hardware available as special order
- Long-lasting finish available in a variety of colors
- Install on existing poles to enhance streetscape

POLE BASE DIAMETER RANGE		DIMENSIONS OF BASE COVER			MODEL NUMBER
TAPERED 0.147/FT (IN)	NON-TAPERED (IN)	DIA (IN)	HEIGHT (IN)	QTY OF ACCESS DOORS	
3.00 - 4.25	2.75 - 4.00	12.00	16.50	0	HN12AC
3.50 - 6.00	3.13 - 5.75	17.00	26.00	1	HN17AC
6.00 - 10.13	5.83 - 9.75	24.00	34.00	1	HN24AC
9.13 - 13.75	8.83 - 13.25	27.00	39.00	1	HN27AC
13.13 - 18.75	12.63 - 18.25	33.00	43.00	1	HN33AC

All dimensions shown are nominal and do not include handhole projection.





SPECIAL PROVISIONS  
COUNTY PROJECT NO. 2016-018

**703.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
LUMINAIRE DECORATIVE	UNIT

## **DIVISION 1000 – EQUIPMENT**

### **SECTION 1001 – TRAFFIC CONTROL EQUIPMENT**

#### **1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS**

THE FIRST PARAGRAPH PART 1 IS CHANGED TO:

1. Meets crash-worthiness requirements as specified in 159.03.02.

### **SECTION 1003 – HMA SITE EQUIPMENT**

#### **1003.01 MATERIALS TRANSFER VEHICLE (MTV)**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

### **SECTION 1009 – HMA PLANT EQUIPMENT**

#### **1009.01 HMA PLANT**

##### **A. Requirements for HMA Mixing Plants.**

##### **8. Safety.**

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

## **APPENDIX A**

### **Federal Attachments**

## FEDERAL AID PROJECT ATTACHMENT 1

### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.
- B. Policy.** It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.
- C. Definitions**
- 1. Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
    - a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
    - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.
  - 2. Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
    - a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;
    - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
      - (1) Black Americans," which includes persons having origins in any of the Black racial groups of Africa
      - (2) Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
      - (3) Native Americans," which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians
      - (4) Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong
      - (5) Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka
      - (6) Women

- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
  - (8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
3. **Commercially Useful Function (CUF).** A DBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.
  4. **Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.
  5. **DBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  6. **DBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
  7. **Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.
  8. **Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.
- D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.
- E. Contractor's DBE Obligations.** Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department's Federal Aid Projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.
1. Post Award Obligations
    - a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
    - b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey Unified Certification Program Vendor Certification database, online at: <https://njucp.dbesystem.com/>.
  2. Affirmative Action After Award of the Contract
    - a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
      - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
      - (2) Submit the Post-Award Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.

- (3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (4) Notification of a DBE firm's termination will be as specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a DBE and the detailed reason(s) for termination.
- b. Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as DBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.
- (1) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (2) Notification of a DBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the subcontractor is a DBE and the detailed reason(s) for termination.
- c. Meeting Contract DBE Goal.** Report attainment toward meeting the Contract DBE goal by submitting monthly, all DBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all DBEs used on the Contract to meet the Contract goal, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. Termination, Substitution or Replacement of DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a DBE subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 – Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR-266. Submit along with the revised CR-266: 1) a completed Confirmation of DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of DBEs shall be made as specified in Section 108. Termination or replacement of DBEs cannot be made without prior written approval of the Department as per 108.01.



- e. **Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for DBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

- F. **DBE Goals for the Contract.** This Contract includes a goal of awarding nine (9) percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

The Department's DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

- G. **Counting DBE Participation.**

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.
2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.
3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.
4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.
5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE's fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a "regular dealer" in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.
6. If the Contractor is a certified DBE, payments made to the Contractor for work that the Contractor is certified to perform, and performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.
7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

- H. **Commercially Useful Function**

1. **Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs must employ

and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The DBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.

2. **Managing Work.** The DBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery; installing, (where applicable), and paying for the material and supplies itself, for the project.
3. **Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
4. **Equipment of DBE.** The DBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the DBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the DBE firm.
5. **Lease of Equipment.** A DBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete

any portion of the CR-274 form. The Contractor must prepare, sign and submit with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **DBE Regular Dealers.** DBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and then signed by the Contractor. Submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval and determination of credit toward the Contract DBE goal.

8. **DBE Manufacturers.** DBE manufacturers must be a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for this Contract.
9. The Contractor shall not use a DBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of DBE participation.

- I. **Good Faith Effort.** To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

Should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them;
4. Negotiating in good faith with interested DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with

the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including DBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

#### **J. Submission of Affirmative Action Program**

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms

have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's DBE Liaison Officer to administer the firm's Disadvantaged Business Program.
7. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. DBE Liaison Officer.** Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

**N. Documentation**

1. **Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section 107 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.
2. **Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:
  - a. The names of DBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to DBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made and efforts taken in seeking out and utilizing DBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of DBEs on the Contract.
  - f. Records of all DBEs and non-DBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting DBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.

- i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
- 3. Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with DBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General or U.S. DOT, or both, and prosecution by the State Attorney General's Office or U.S. Department of Justice, or both.
  - 4. Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the Federal funding agencies.
- O. Prompt Payment to Subcontractors.** On Federal Aid Projects, payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.
  - P. Non-Compliance.** Failure by the Contractor to comply with the DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## FEDERAL AID PROJECT ATTACHMENT 2

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES ON NJDOT FEDERAL AID PROJECTS

#### (23 CFR, PART 230, SUBPART A, APPENDIX A TO SUBPART A - SPECIAL PROVISIONS)

The Contractor is obligated to comply with the policies, procedures and guidelines relative to the implementation of an Equal Employment Opportunity Program on Federal and Federal Aid Highway construction contracts, except for those contracts awarded under 23 U.S.C. 117, and to the preparation and submission of reports pursuant thereto as per 23 CFR, Part 230, Subpart A, Appendix A to Subpart A - Special Provisions.

#### A. General

1. **Equal Employment Opportunity Requirements.** Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract, Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to 23 USC 140, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in the Contract constitute the specific affirmative action requirements for project activities under this Contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
2. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
3. The Contractor, and all subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers, as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

- B. Equal Employment Opportunity Policy.** The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

- C. Equal Employment Opportunity Officer.** The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active EEO contractor program and who must be assigned adequate authority and responsibility to do so.

#### D. Dissemination of Policy

1. **Implementation.** All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure compliance with the above agreement, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with key supervisory and office personnel before or at the start of work, and then not less than once every 6 months, at which time the Contractor's Equal Employment Opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. **EEO Obligations.** All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority and female employees.
2. Take the following actions to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.:
    - a. Place notices and posters setting forth the Contractor's equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
    - b. Bring the Contractor's equal employment opportunity policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.

#### E. Recruitment

1. When advertising for employees, include in all advertisements for employees the notation: "An Equal Opportunity Employer". Publish all such advertisements in newspapers or other publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-group organizations. To meet this requirement, the Contractor will, through their EEO Officer, identify sources of potential minority and female group employees, and establish procedures with such identified sources whereby minority and female group applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
4. Encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.

#### F. Personnel Actions.

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

1. Conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, and will resolve or attempt to resolve such complaints, within



a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, inform complainants of all their avenues of appeal.

**G. Training and Promotion**

1. Assist in locating, qualifying, and increasing the skills of minority and women who are applicants for employment or current employees.
2. Advise employees and applicants for employment of available training programs and entrance requirements for each.
3. Periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.

**H. On-the-Job Training.** The Contractor, as part of their equal employment opportunity affirmative action program, shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved on the project.

1. Apprenticeship and Training Programs

The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by the Department and the Federal Highway Administration. The Department will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyman status in the craft concerned by the end of the training period.

Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, (BAT) or with a State apprenticeship agency recognized by USDOL BAT and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway contracts. Approval or acceptance of a training program shall be obtained from the DCR/AA prior to commencing work in the classifications covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.

It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site and approved by DCR/AA. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2. Contractor Submission and Department Approval of the Initial Training Program

At or after the preconstruction conference, and prior to the start of Work, submit a Training Program to the RE for review and comments prior to DCR/AA review and approval. The Contractor's training program shall include:

- a. Number of trainees or apprentices to be trained in all selected Training Positions,
- b. Standard Program Hours for all positions,
- c. Estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
- d. Training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
- e. Training Guidelines for all positions, and
- f. Training that will be provided by the Contractor and provided by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journey people in the various crafts within a reasonable area of recruitment. Submit timely, revised Training Programs, as required throughout

the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

3. Assignment of Training to Subcontractors

In the event that portions of the Contract work are subcontracted, determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. Ensure that these Training Special Provisions are made applicable to such subcontracts.

4. Reimbursement of the Contractor for Providing Training

The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.

Pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

**I. Apprentice/Trainee Requirements of the Contract**

The number of training positions will be 0, where feasible, consisting of at least 0 APPRENTICES and 0 TRAINEES. TRAINEE HOURS= 0.

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT "Revised Standard Training Guidelines" (available from the DCR/AA).

Where feasible, assign at least 50% of the training positions to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

1. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees

Apprentices or trainees should be in their first year of apprenticeship or training. Interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates on the Apprentice/Trainee Approval Memorandum (Form CR-1), via the RE, to the Division for review and approval or disapproval.

Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and women toward journeyman status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and women, by conducting systematic and direct recruitment through public and private sources likely

to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum" (Form CR-1) prior to the apprentice or trainee starting work on the project. Regardless of the methods used, the Contractor's records should document the findings in each case.

Skilled craft trainees may complete up to 3,000 total training hours on Department projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journey person status upon completion of a training guideline and may complete up to three (3) different positions.

2. Documentation Required to be Signed by Apprentices or Trainees, and provided to the Department  
Prior to the apprentice/trainee starting work on the project, submit an accurate, complete and signed Apprentice/Trainee Approval Memorandum for each apprentice/trainee to the RE for review, and final approval by DCR/AA. Once the notice that said apprentice/trainee has been approved to work on the Contract, said apprentice/trainee may start work on the Contract. No credit will be given for apprentices/trainees prior to said apprentice/trainee being approved by DCR/AA.

At the start of training, provide the RE and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT" (Form CR-3), showing hours of training satisfactorily completed.

Maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" (Form-CR-1409) to the RE within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); also provide a copy to each apprentice or trainee.

Maintain and submit accurate and complete "Biweekly Training Reports" (Form CR-2) to the RE, and each apprentice or trainee, as periodic reports documenting their performance under the Contract.

3. Determining Good Faith Compliance of Contract Apprentice/Trainee Program  
Per the approved program or guideline, provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.

Recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. Do not terminate apprentices or trainees prior to completion of their training program positions without Department consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the Contract.

The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions as specified in 23 CFR 230, Appendix B to Subpart A of Part 230 if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the Contract for a significant period.

Demonstrate all steps that have been taken in pursuance of enrolling minorities and women in the training program positions, prior to a determination as to whether the Contractor is in compliance with the Training Special Provisions of the Contract.

Submit to the RE written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith efforts and particularly addressing

Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".

4. **Enforcement Measures and Contractor's Rating**

Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Contract.

Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.

Failure of a Contractor to comply with the Training Special Provisions of the Contract, and as specified in 23 CFR Part 230, Appendix B to Subpart A of Part 230, may result in the actions as set forth as specified in Section 105.

**J. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women within the unions, and to effect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

1. Use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and women for union membership and increasing their skills in order for them to qualify for higher paying employment.
2. Use maximum effort to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
3. Obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and such labor unions refuse to furnish this information to the Contractor, certify to the Department and set forth what efforts have been made to obtain this information.
4. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minorities and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Department.

**K. Subcontracting**

1. Use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. The Contractor may use lists of minority-owned construction firms as issued by the Department.
2. Ensure subcontractor compliance with the Contract Equal Employment Opportunity obligations.

**L. Records and Reports**

1. Maintain records necessary to determine compliance with the Contractor's equal employment opportunity requirements. Documents will include the following:
  - a. Number of minorities, non-minorities, and women employed in each work classification on the Contract.
  - b. Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
  - c. Progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - d. Progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.

2. All such documents must be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal funding agencies.

### FEDERAL AID PROJECT ATTACHMENT 3

#### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON NJDOT FEDERAL AID PROJECTS

##### (MINORITY AND WOMEN WORK EMPLOYMENT GOAL OBLIGATIONS)

##### A. Employment Goals.

The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority And Women Employment Goal Obligations For Construction Contractors and Subcontractors on Federal Aid Projects</b>		
<b>County</b>	<b>Minority Participation Percent</b>	<b>Women Participation Percent</b>
Atlantic	18.2	6.9
Bergen	22.6	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16.0	6.9
Essex	17.3	6.9
Gloucester	17.3	6.9
Hudson	12.8	6.9
Hunterdon	17	6.9
Mercer	16.4	6.9
Middlesex	5.8	6.9
Monmouth	9.5	6.9
Morris	17.3	6.9
Ocean	17	6.9
Passaic	12.9	6.9
Salem	12.3	6.9
Somerset	17.3	6.9
Sussex	17	6.9
Union	17.3	6.9
Warren	1.6	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations

required by the specifications set forth in 41 CFR 60-4(3)a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade. Make a good faith effort to employ minorities and women evenly on each project. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals is a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

If a project is located in more than one county, the minority work hour goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

## **B. Reporting Requirements.**

1. Provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract, to report monthly employment data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## FEDERAL AID PROJECT ATTACHMENT 4

### FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONTRACT SPECIFICATIONS FOR NJDOT FEDERAL AID PROJECTS

#### (AS REQUIRED PER EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDER 11375 AND IMPLEMENTING REGULATIONS AT 41 C.F.R. PART 60)

- A. As used in these Specifications:
1. Covered area means the County or Counties in which the Project is located.
  2. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
  3. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
  4. Minority includes:
    - a. Black (a person having origins in any of the black African racial groups not of Hispanic origin);
    - b. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - c. Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).
- B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. Implement the specific affirmative action standards provided in paragraphs F1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- D. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women excuses the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
- F. Take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. Where possible, assign two or more women to each construction project. Specifically ensure that all foreman,



superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiled under F2 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  14. Ensure that all facilities and company activities are provided in a manner such that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin cannot result. Do not require such segregated use by written or oral policies, nor tolerate such use by employee custom. Provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (F1 through 16). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under F1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- H. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- I. Do not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, national origin, age, ancestry, nationality, gender, disability, sex, affectional or sexual orientation, gender identity or expression, religion, and liability for military service.
- J. Do not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- K. Carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- L. Implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- M. Designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- O. Failure of the Contractor or subcontractors to comply with the nondiscrimination provisions of the Contract may result in payment being delayed or withheld as specified in 105.01; default as specified in 108.14, liquidated damages as specified in 108.20, or termination of the Contract as specified in 108.15.02 pending corrective and appropriate measures taken by the Contractor to the satisfaction of the Department.

## FEDERAL AID PROJECT ATTACHMENT 5

### STATE OF NEW JERSEY MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE ON NJDOT FEDERAL AID PROJECTS

#### (N.J.S.A. 10:5-31 ET SEQ. (P.L.1975, C.127) N.J.A.C. 17:27-1.1 ET SEQ.)

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

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

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

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

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

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

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

with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under “B” below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of “A” above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
1. To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - a. The Contractor or subcontractor shall interview the referred minority or women worker.
    - b. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of “C” below.
    - c. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
    - d. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring

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

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

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

- D. The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

It is the policy of the NJDOT that its contracts should create a work-force that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJDOT to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the NJDOT satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJDOT contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey Career Connections website, managed by the Department of Labor and Workforce Development, available online at: [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the NJDOT with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

## FEDERAL AID PROJECT ATTACHMENT 6

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON NJDOT FEDERAL AID PROJECTS

The Contractor and subcontractors agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Contract.

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq., 10:2-1 et seq., 42 U.S.C. 2000(d) et seq., 42 U.S.C. 2000 (e) et seq. and Executive Order 11246, it shall take the following actions:

- A. Within one (1) working day commence an investigation of the complaint which shall include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- B. Prepare and keep for its use and file a detailed written investigative report which includes the following information:
  1. Investigatory activities and findings.
  2. Dates and parties involved and activities involved in resolving the complaint.
  3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
  4. A signed copy of resolution of complaint by complainant and Contractor.

In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department all other records, including but not limited to, interview memos and statements.

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary action against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complaint and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.

In conjunction with the above requirements, the Contractor shall develop and post a written sexual harassment policy for its work force.

Failure by the Contractor and subcontractors to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## FEDERAL AID PROJECT ATTACHMENT 7

### PAYROLL REQUIREMENTS FOR NJDOT FEDERAL AID PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and an individually identifying number, (e.g. the last four digits of the employee's social security number) of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the Copeland Act, as amended during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on the Department's CR-347, or any form with identical wording. Each payroll submitted must be accompanied by a signed "Statement of Compliance".
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.
- E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b.** Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov). If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: <https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at: [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)



## FEDERAL AID PROJECT ATTACHMENT 8

### FHWA-1273

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon

completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective

bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the

Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the

contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship

program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The

straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work

in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased

employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."



## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

\* \* \* \* \*

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal,"

and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

### **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## FEDERAL AID ATTACHMENT 9

### STATE MANDATORY ADDENDUM TO FHWA-1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED

**ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA-1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.**

FHWA-1273 shall be read to include:

1. All references to “race, religion, sex, color, national origin, age or disability” shall be read to include “sexual orientation and gender identity”.
2. SECTION IV. DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal Aid highway, regardless of the location of the project in compliance with 23 USC 133(i).
3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal Aid construction contracts in excess of \$150,000 and all related subcontracts, supply contracts and vendor contracts “comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) as required by 2 CFR 200.326.
4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.
5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed “in any way with Federal funds for the account of any persons unless otherwise exempted” requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal Aid construction project.

## FEDERAL AID ATTACHMENT 10

### FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS

#### (AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

All Contractors regardless of the value of the contract shall have this mandatory clause with their subcontractors:

The Contractor/Subcontractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## FEDERAL AID ATTACHMENT 11

### BYRD ANTI-LOBBYING CERTIFICATION

Pursuant to 31 USC 1352 and 49 CFR part 21, Contractor and all subcontractors are required to comply with this Attachment. Contractor and all subcontractors shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL (as contained in this Attachment) and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

All Contracts and subcontracts over \$100,000 shall require the following mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Disclosure of Lobbying Activities Standard Form – LLL (Federal Aid Attachment Form 11) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not that \$10,000 and not more than \$100,000 for each such failure.



Pt. 21, App. B

31 CFR Subtitle A (7-1-10 Edition)

APPENDIX B TO PART 21—DISCLOSURE FORM TO REPORT LOBBYING  
**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____			
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form - LLL	

## Office of the Secretary of the Treasury

## Pt. 21, App. B

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

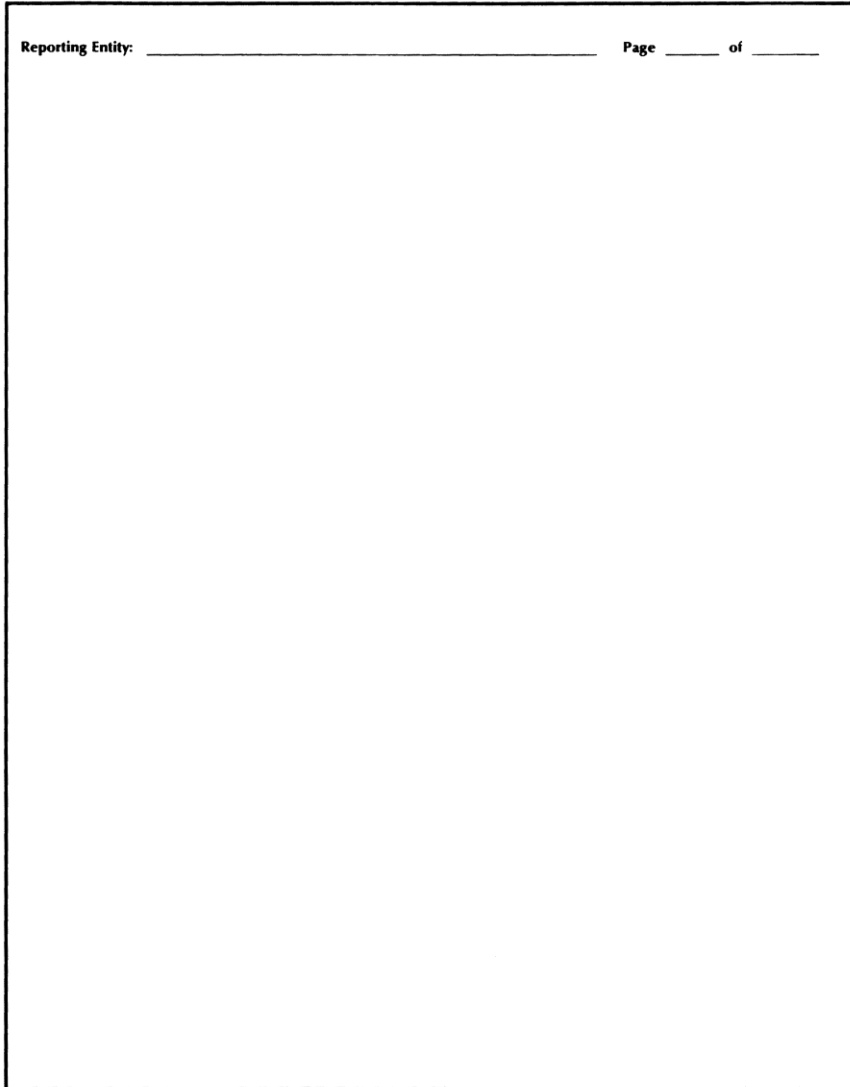
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



Authorized for Local Reproduction  
Standard Form - ULL-A

**LPA/Contractor/Sub-Contractor Letterhead**

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

\_\_\_\_\_ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

***or***

\_\_\_\_\_ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

(Type or Print Name) (Title of Executing Official)

\_\_\_\_\_  
(Signature of Executing Official) (Name of Organization/Applicant)

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

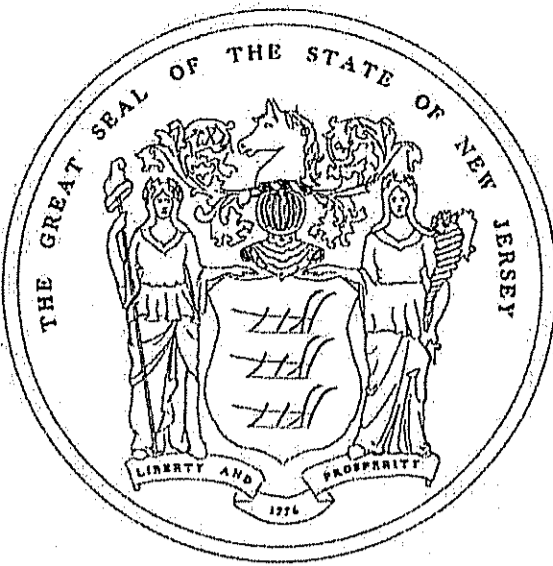
<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, If known:</b>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, If known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, If known:</b>	<b>9. Award Amount, If known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

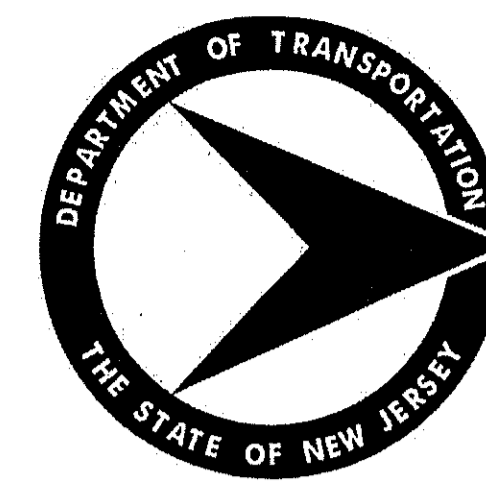
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*



# COUNTY OF UNION BOARD OF COUNTY COMMISSIONERS INTERSECTION IMPROVEMENTS CITY OF PLAINFIELD

STATE	FEDERAL PROJECT NO.
N.J.	HSIP-0620(300)

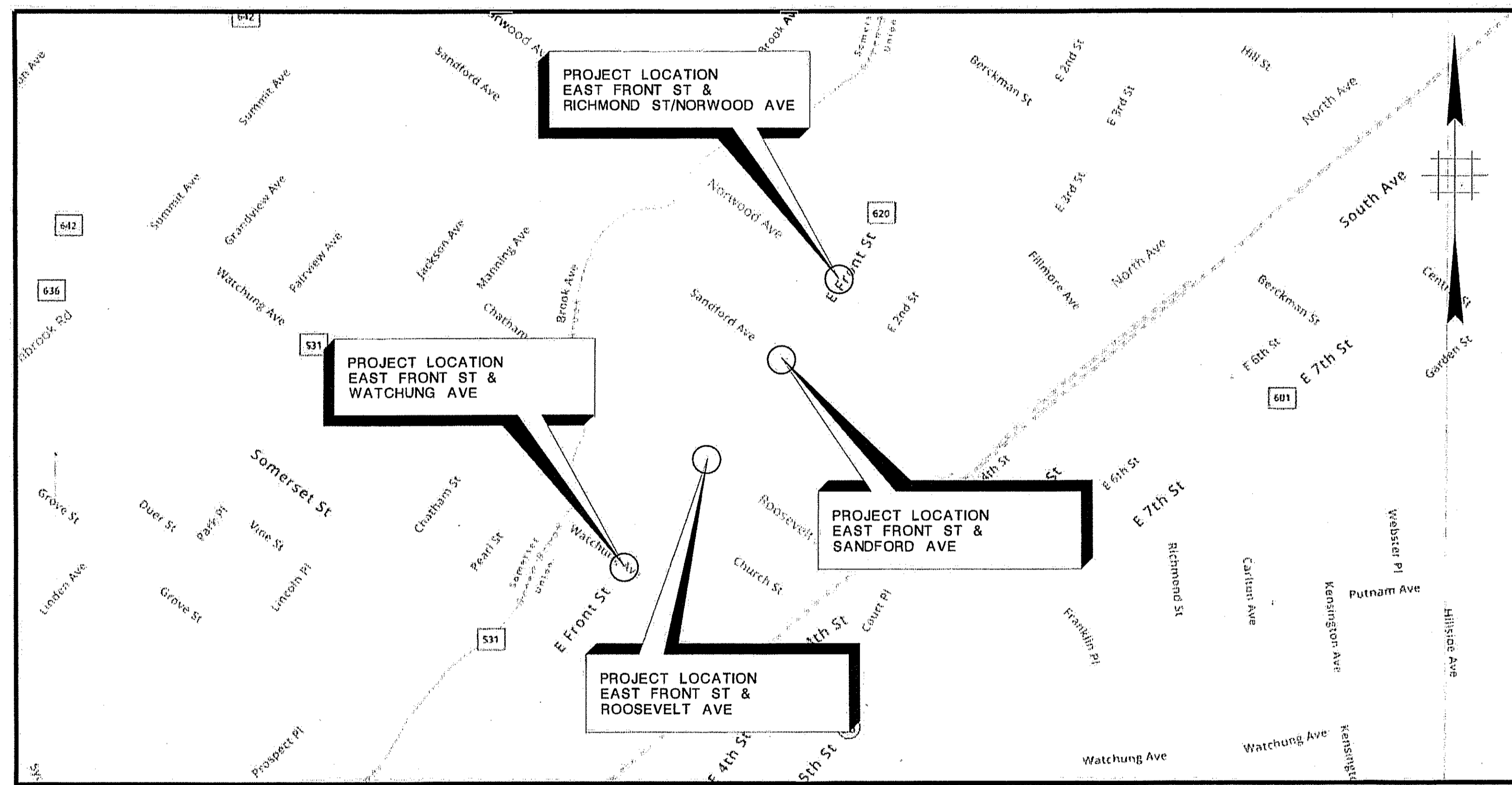


PUBLIC UTILITIES
COMCAST, BOB KNOEPFEL (732) 602-7444
NJ AMERICAN WATER COMPANY, RAFAEL A. BRIZUELA (908) 791-3449
PLAINFIELD AREA REGIONAL SEWERAGE AUTHORITY, ROBERT VILLEE (732) 968-2471
PLAINFIELD MUNICIPAL UTILITIES AUTHORITY, STEPHEN DESSINO (908) 226-2518
PSE&G (ELECTRIC), BURK LAMBERTSON (732) 764-3160
PSE&G (GAS), JAMES CAVANAGH (908) 668-3840
VERIZON, STEVEN KALLERT (201) 407-2752

PLANS OF  
**EAST FRONT STREET  
INTERSECTION IMPROVEMENTS**  
JULY 2021  
STATE JOB NO. 7412315  
FEDERAL PROJECT NO. HSIP-0620(300)

INDEX OF SHEETS	
SHEET#	DESCRIPTION
1	KEY
2	ESTIMATE OF QUANTITIES
3	CONSTRUCTION LEGEND
4	GENERAL NOTES
5 - 8	CONSTRUCTION PLANS
9 - 12	DRAINAGE PLANS
13 - 17	SOIL EROSION AND SEDIMENT CONTROL PLANS
18 - 21	CURB RAMP LAYOUT DETAILS
22 - 25	TRAFFIC SIGNAL, SIGNING AND STRIPING PLANS
26 - 33	ELECTRICAL PLANS
34	CONSTRUCTION DETAILS
35 - 42	TRAFFIC CONTROL DETAILS
42 - 62	COUNTY STANDARD DRAWINGS

**PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUIRE ALL UTILITIES TO BE MARKED IN THE FIELD BY THE APPROPRIATE UTILITY OWNER. (1-800-272-1000)**



**KEY MAP**  
500' 0 500' 1000'

**M&S**  
Malick & Scherer, P.C.  
PREPARED BY MALICK AND SCHERER, P.C.  
SHELBOURNE AT HUNTERDON  
53 FRONTAGE ROAD, SUITE 170  
HAMPTON, NJ 08827  
(908) 537-1300  
WWW.MALICKANDSCHERER.COM

"CHANGES MADE TO THESE PLANS SINCE SIGNATURE BY THE CONSULTANT MAY BE DETERMINED BY COMPARISON OF THE PLANS FILED AT THE DEPARTMENT WITH THOSE FILED AT THE OFFICE OF CONSULTANT."

MALICK & SCHERER, P.C.  
*AINO L. TOOTSOV*  
9-10-21  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

**NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019, AS AMENDED TO GOVERN.**  
**NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD CONSTRUCTION DETAILS /ROADWAY TRAFFIC CONTROL /BRIDGE 2016, AND STANDARD ELECTRICAL DETAILS, 2007 ARE APPLICABLE TO THIS PROJECT EXCEPT CONTAINED HERIN.**

Recommended by *Drew Diessa* 8/12/21  
DREW DIESSA, P.E. - CITY OF PLAINFIELD, ENGINEER Date

Recommended by *Adrian O. Maffei* 8/16/2021  
ADRIAN O. MAFFEI - CITY OF PLAINFIELD, MAYOR Date

Recommended by *Thomas O. Mineo* 8/27/2021  
THOMAS O. MINEO, P.E. - UNION COUNTY ENGINEER Date

Approved by *Edward J. Oatman* 7/1/21  
EDWARD OATMAN - UNION COUNTY MANAGER Date

ID=adert date=7/28/2021 1:29:15 PM plot drive=NIDOT.tbl project EAST FRONT STREET INTERSECTION IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	PERFORMANCE BOND AND PAYMENT BOND	DOLL	DOLL
2	BAR CHART PROGRESS SCHEDULE AND UPDATES	LS	1
3	MOBILIZATION	LS	1
4	CONSTRUCTION LAYOUT	DOLL	DOLL
5	SILT FENCE	LF	80
6	INLET FILTER TYPE 2, 2' X 4'	U	20
7	CONCRETE WASHOUT SYSTEM	LS	1
8	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	U	1
9	BREAKAWAY BARRICADE	U	50
10	TRAFFIC CONE	U	75
11	CONSTRUCTION SIGNS	SF	826
12	FLASHING ARROW BOARD, 4' X 8'	U	1
13	PORTABLE VARIABLE MESSAGE SIGN	U	2
14	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	U	1
15	TRAFFIC DIRECTOR, FLAGGER	HOURL	64
16	POLICE SERVICE CHARGE	DOLL	DOLL
17	TRAFFIC STRIPES, LATEX, 4"	LF	822
18	TRAFFIC MARKING LINES, LATEX, 8"	LF	1,468
19	TRAFFIC MARKING LINES, LATEX, 24"	LF	329
20	FUEL PRICE ADJUSTMENT	DOLL	DOLL
21	ASPHALT PRICE ADJUSTMENT	DOLL	DOLL
22	FINAL CLEANUP	LS	1
23	CLEARING SITE	LS	1
24	EXCAVATION, UNCLASSIFIED	CY	132
25	REMOVAL OF PAVEMENT	SY	205
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	200
27	HMA MILLING, 3" OR LESS	SY	4,243
28	POLYMERIZED JOINT ADHESIVE	LF	1,230
29	TACK COAT	GAL	509
30	PRIME COAT	GAL	51
31	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	T	509
32	HOT MIX ASPHALT 19 M 64 BASE COURSE, 6" THICK	T	67
33	CLEANING EXISTING PIPE, 12" TO 24" DIAMETER	LF	400
34	12" REINFORCED CONCRETE PIPE	LF	72
35	15" REINFORCED CONCRETE PIPE	LF	59
36	INLET, TYPE B	U	8
37	CLEANING DRAINAGE STRUCTURE	U	18
38	CONCRETE SIDEWALK, 4" THICK	SY	507
39	DETECTABLE WARNING SURFACE	SY	28
40	10" x 20" CONCRETE VERTICAL CURB	LF	646
41	TRAFFIC STRIPES, 4"	LF	822
42	TRAFFIC MARKINGS, SYMBOLS	SF	110
43	TRAFFIC MARKING LINES, 8"	LF	1,468
44	TRAFFIC MARKING LINES, 12"	LF	1,206

PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
45	TRAFFIC MARKING LINES, 24"	LF	329
46	REMOVAL OF TRAFFIC STRIPES	LF	5,559
47	REGULATORY AND WARNING SIGN	SF	148
48	OVERHEAD STREET NAME SIGNS	SF	174
49	RESET FIRE HYDRANT	U	1
50	RESET WATER VALVE BOX	U	2
51	RESET MANHOLE, SANITARY SEWER, USING EXISTING CASTING	U	1
52	RESET GAS VALVE BOX	U	6
53	RESET MANHOLE	U	2
54	RESET TELECOMMUNICATIONS MANHOLE	U	1
55	2" RIGID METALLIC CONDUIT	LF	203
56	3" RIGID METALLIC CONDUIT	LF	55
57	4" RIGID METALLIC CONDUIT	LF	935
58	17" X 30" JUNCTION BOX	U	12
59	18" X 36" JUNCTION BOX	U	5
60	FOUNDATION, TYPE SFT	U	10
61	FOUNDATION, TYPE P-MC	U	4
62	FOUNDATION, TYPE SFT-H	U	4
63	METER CABINET, TYPE T	U	4
64	GROUND WIRE, NO. 8 AWG	LF	1,235
65	MULTIPLE LIGHTING WIRE, NO. 8 AWG	LF	1,215
66	SERVICE WIRE, NO. 6 AWG	LF	1,122
67	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	U	4
68	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2	U	2
69	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2-2	U	8
70	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-25-TB2-2	U	3
71	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-30-TB2-2	U	1
72	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	LF	3,380
73	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	LF	3,380
74	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	LF	3,580
75	TRAFFIC SIGNAL HEAD	U	12
76	PEDESTRIAN SIGNAL HEAD	U	26
77	PUSH BUTTON	U	26
78	IMAGE DETECTOR	U	12
79	CONTROLLER TURN-ON	U	4
80	LUMINAIRE DECORATIVE	U	6
81	SELECTIVE THINNING	SY	13
82	TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER	U	2
83	TOPSOIL SPREADING, 4" THICK	SY	167
84	FERTILIZING AND SEEDING, TYPE A-3	SY	167
85	STRAW MULCHING	SY	167
86	SET INLET TYPE B, CASTING	U	8
87	BICYCLE SAFE GRATE	U	8
88	CURB PIECE	U	8

**New Jersey Department Of Transportation**  
**ESTIMATE OF QUANTITIES**

**PROJECT: EAST FRONT STREET INTERSECTION IMPROVEMENTS**

MALICK & SCHERER, P.C.

*Aino L. Tootsov*  
**AINO L. TOOTSOV**  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

EOQ-1

EOQ-1



# NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD LEGEND

STATE	FEDERAL PROJECT NO.
N.J.	HSIP-0620(300)

### Linear Features

Existing	PROPOSED	Description
		Water Main (Size)
		Gas Main (Size)
		Telephone Conduit
		Electric Conduit (Highway or Utility)
		Traffic Signal Conduit
		Cable TV Conduit
		Fiber Optic
		Intelligent Transportation System (Wires & Cables)
		Sanitary Sewers or Storm Drains
		Pavements (Concrete or Bituminous)
		Shoulders
		Curbs
		Slopes (Cut & Fill)
		Base Line
		Twp., City, County Lines
		Right of Way Lines (Access Permitted)
		Right of Way Lines (No Access)
		Easements
		Property Line
		Fence (Size & Type)
		Reset Fence
		Beam Guide Rail
		Reset Beam Guide Rail
		Noise Walls
		Wetland Limit Line
		Silt Fence
		Ditches
		Railroad Tracks
		Tree Line
		Limit of Disturbance

### Topographical Features

Existing	PROPOSED	Description
		Inlets (Label Type)
		Manholes (Label Type or Utility)
		Reset (Inlets or Manholes)
		Reconstructed (Inlets or Manholes)
		Cast Iron Extension (Frame or Ring) (Inlet or Manhole)
		New Manhole Casting, Square Frame, Circular Cover
		Water Gate Valves
		Reset Water Gate Valves
		Gas Gate Valves
		Reset Gas Gate Valves
		Hydrants
		Utility Pole (Type & Number)
		Traffic Signal
		Junction Box
		Fiber Optic Junction Box
		Junction Box Foundation
		Signs
		Meter Cabinet
		Controller Cabinet
		Radar Detector

### Topographical Features

Existing	PROPOSED	Description
		Guide Rail End Terminals
		Beam Guide Rail Anchorages
		Monuments
		ROW Monument (ROW Control Points)
		Test Pit
		Borings (Boring Number)
		Deciduous Tree (Size, Kind)
		Evergreen Tree (Size, Kind)
		Shrub
		Hedge
		Wetland

### Miscellaneous Symbols

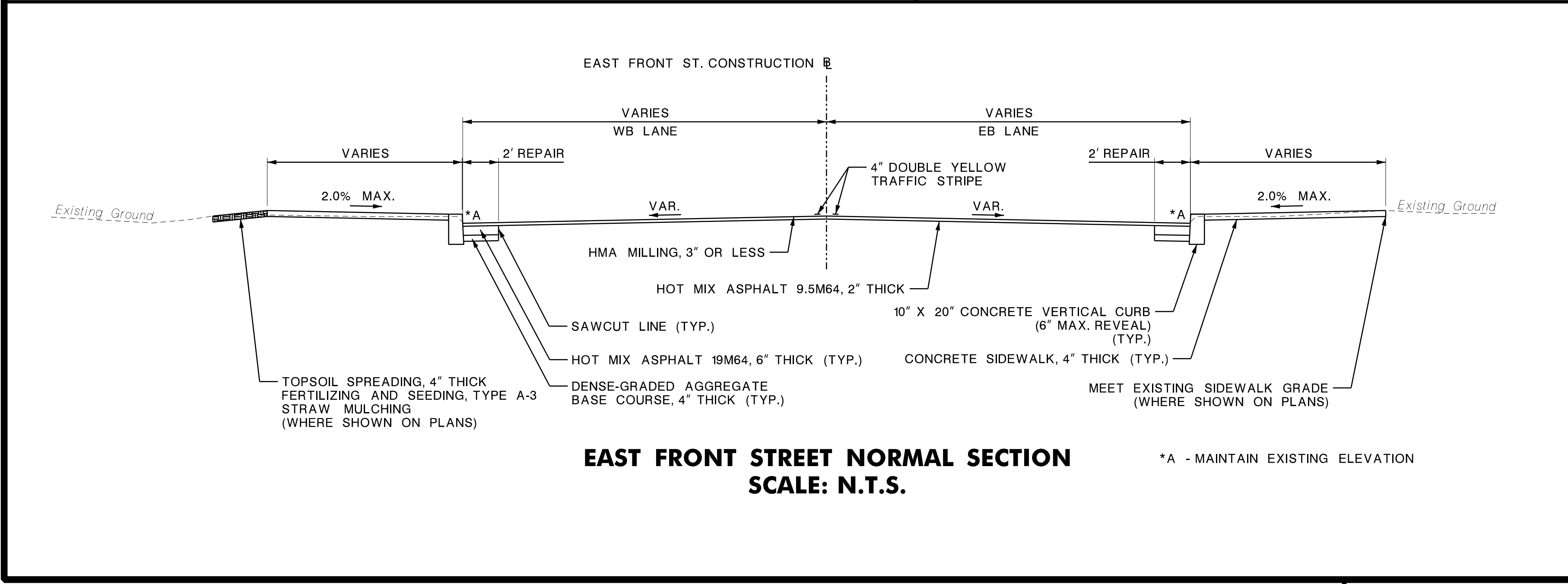
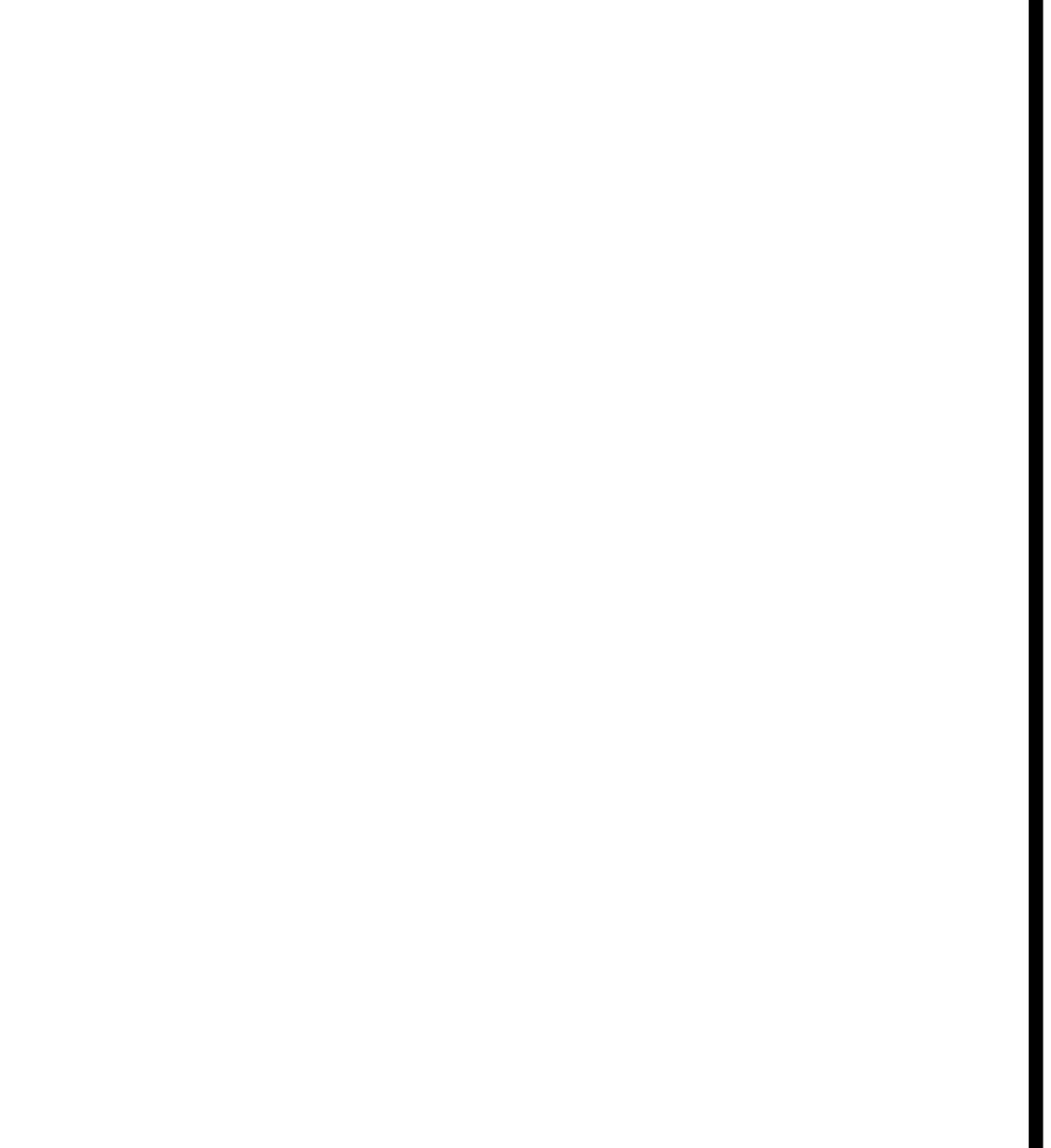
	Milling & Resurfacing, 2"
	Bench Mark

### Double Reference Codes

EQQ	ESTIMATE OF QUANTITIES
PSI	PLAN SHEET INDEX
CL	CONSTRUCTION LEGEND
GN	GENERAL NOTES
C	CONSTRUCTION PLANS
DR	DRAINAGE PLANS
SE	SOIL EROSION AND SEDIMENT CONTROL PLANS
ADA	CURB RAMP LAYOUT DETAILS
TC	PEDESTRIAN DETOUR PLAN
TSS	TRAFFIC SIGNAL, SIGNING AND STRIPING PLANS
E	ELECTRICAL PLANS
DTL	CONSTRUCTION DETAILS

### ELECTRICAL PLAN ABBREVIATIONS

CF	CUTOFF LUMINAIRE, TYPE
E	EXPRESSWAY LUMINAIRE
ID	IMAGE DETECTOR
IDC	IMAGE DETECTOR CABLE
JBF	JUNCTION BOX FOUNDATION
L	LUMINAIRE
LMA-A	LIGHTING MAST ARM, ALUMINUM
LMA-S	LIGHTING MAST ARM, STEEL
LSA	LIGHTING STANDARD, ALUMINUM
LSF	LIGHTING STANDARD, FIBERGLASS
LSS	LIGHTING STANDARD, STEEL
MAS	MAST ARM SIGN
MSC II	MEDIUM SEMI-CUTOFF LUMINAIRE, TYPE 2
MSC III	MEDIUM SEMI-CUTOFF LUMINAIRE, TYPE 3
PB	PUSH BUTTON
PSH	PEDESTRIAN SIGNAL HEAD
PSS	PEDESTRIAN SIGNAL STANDARD
TSH	TRAFFIC SIGNAL HEAD
TSMA-A	TRAFFIC SIGNAL MAST ARM, ALUMINUM
TSMA-S	TRAFFIC SIGNAL MAST ARM, STEEL
TSS-C	TRAFFIC SIGNAL STANDARD, ALUMINUM "C"
TSS-K	TRAFFIC SIGNAL STANDARD, ALUMINUM "K"
TSS-S	TRAFFIC SIGNAL STANDARD, STEEL
TSS-SC	TRAFFIC SIGNAL STANDARD, STEEL COMBINATION
TSS-T	TRAFFIC SIGNAL STANDARD, ALUMINUM "T"
UL-P	UNDERDECK LIGHTING, TYPE "P"
UL-W	UNDERDECK LIGHTING, TYPE "W"
V	VERTICAL LUMINAIRE



**CONSTRUCTION LEGEND**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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## GENERAL NOTES

- THE CONTRACTOR IS TO VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH THE PRESENT CONDITIONS, AND TO EVALUATE FOR ITSELF THE EXTENT AND NATURE OF THE WORK TO BE DONE UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION AND COORDINATION WITH ALL UTILITY COMPANIES AND SHALL HAVE ALL UTILITIES CLEARLY MARKED OUT BEFORE COMMENCEMENT OF ANY WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER AND SUFFICIENT CONSTRUCTION PROTECTION TO THE WORKERS AND THE PUBLIC. OSHA AND ALL MUNICIPAL AND STATE CODES SHALL BE FOLLOWED.
- THE CONTRACTOR IS DIRECTED TO NOTIFY UNION COUNTY ENGINEERING, THE CITY CLERK OF PLAINFIELD, AND PLAINFIELD POLICE AND FIRE DEPARTMENT ONE WEEK PRIOR TO THE START OF CONSTRUCTION AND 24 HOURS PRIOR TO ANY IMPLEMENTATION OF ANY DETOUR OR CLOSING OF THE ROADWAY.
- THE CONTRACTOR IS DIRECTED TO NOTIFY RESIDENTS/PROPERTY OWNERS AND ALL COMMERCIAL SITES/PROFESSIONAL OFFICES ONE WEEK PRIOR TO ANY CONSTRUCTION WORK IN THEIR DRIVEWAY/SIDEWALK OR ON THEIR PROPERTY. CONTRACTOR IS TO PROVIDE ACCESS TO ALL SITES DURING ALL PHASES OF CONSTRUCTION.
- FOR THE DURATION OF THE CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE CONTINUOUS ACCESS TO EACH PROPERTY, RESIDENTIAL AND COMMERCIAL BUILDING, AND DRIVEWAY WITHIN THE PROJECT LIMITS. ACCESS SHALL BE MAINTAINED TO PROVIDE A SAFE CONDITION FOR THE EXTENT OF THE PROJECT.
- NO CONSTRUCTION ACTIVITIES SHALL EXTEND BEYOND THE LIMITS OF WORK AS SHOWN ON THE CONSTRUCTION PLANS.
- THE CONTRACTOR SHALL KEEP THE STREET CLEAR OF DIRT AND BE RESPONSIBLE FOR ANY STREET CLEANING NECESSARY DURING THE COURSE OF THE PROJECT.
- THE CONTRACTOR MUST UTILIZE ALL BEST MANAGEMENT PRACTICES DURING CONSTRUCTION. THE CONTRACTOR MUST STABILIZE ALL DISTURBED AREAS IN ACCORDANCE WITH NEW JERSEY SOIL EROSION AND SEDIMENT CONTROL STANDARDS. ALL SOIL EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO GROUND DISTURBANCE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL NOT REMOVE ANY PLANT MATERIAL UNLESS SPECIFICALLY INSTRUCTED TO DO SO ON THE PLANS AND BY THE RESIDENT ENGINEER.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE NEW JERSEY BARRIER FREE SUBCODE (CABO/ANSI A117.1/1992).
- TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

## ENVIRONMENTAL COMMITMENTS

- BEST MANAGEMENT PRACTICES WILL BE UTILIZED TO PREVENT SEDIMENT AND DEBRIS FROM ENTERING ENVIRONMENTAL SENSITIVE AREAS.
- THE PROJECT WILL NOT INVOLVE ANY ACTIVITY (INCLUDING STAGING) OUTSIDE THE LIMITS OF PREVIOUSLY DISTURBED AREAS. ALL PROJECT RELATED ACTIVITIES WILL OCCUR WITHIN THE EXISTING ROADWAY. CONSTRUCTION STAGING ACTIVITIES (INCLUDING THE STORAGE OF EQUIPMENT/VEHICLES/MATERIALS) ARE PROHIBITED IN ENVIRONMENTALLY SENSITIVE AREAS. IF THE CONTRACTOR WISHES TO USE THESE AREAS OR ACCESS THESE AREAS FOR ANY REASON, ALL APPROPRIATE PERMITS/APPROVALS MUST BE OBTAINED PRIOR TO SUCH USE.
- PROPOSED NEW INLETS, RECONSTRUCTED INLETS, AND EXISTING INLETS THAT COME INTO CONTACT WITH RESURFACING/REPAVING, REPAIRING (EXCEPT INDIVIDUAL POTHOLE REPAIR), RECONSTRUCTION OR ALTERATIONS MUST MEET THE NEW JERSEY POLLUTANT DISCHARGE ELIMINATION SYSTEM (NJDES).
- USFWS "CONSERVATION MEASURE 2" - FOLLOW PROPER STORAGE AND CONTROLS (INCLUDING INLET PROTECTION) TO PREVENT HERBICIDES, PETROLEUM PRODUCTS, RAW CONCRETE, GROUT ADHESIVES, FERTILIZER, AND OTHER CONTAINMENTS FROM LEAVING THE PROJECT AREAS AND ENTERING WETLANDS OR WATERWAYS. HAVE APPROPRIATE SPILL RESPONSE PLANS AND EQUIPMENT IN PLACE. NOTIFY THE USFWS IMMEDIATELY IF WETLANDS OR WATERWAYS BECOME CONTAMINATED WITH ANY OF THE FOREMENTIONED MATERIALS.
- ALL CONSTRUCTION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
- IF THERE ARE ANY CHANGES TO THE PROPOSED ACTIVITIES, THE CHANGES MUST BE REEVALUATED BY BEPR TO DETERMINE THE NEED FOR ADDITIONAL REGULATORY COMPLIANCE.
- CONSTRUCTION STAGING ACTIVITIES (INCLUDING THE STORAGE OF EQUIPMENT/VEHICLES/MATERIALS) ARE PROHIBITED IN ENVIRONMENTAL SENSITIVE AREAS SUCH AS WETLANDS, FLOODPLAINS, OR NEAR ANY STREAMS. IF THE CONTRACTOR WISHES TO USE OR ACCESS THESE AREAS FOR ANY REASON, ALL APPROPRIATE PERMITS AND APPROVALS MUST BE OBTAINED PRIOR TO SUCH USE.
- IF THE PROPOSED ACTIVITIES INCLUDE DIRECT CONTACT WITH INLETS, THEY MUST BE RETROFITTED TO MEET THE NEW JERSEY POLLUTANT DISCHARGE ELIMINATION SYSTEM (NJDES) STORMWATER REQUIREMENTS.

## CONSTRUCTION NOTES

- ALL WORK MATERIALS SHALL MEET THE REQUIREMENTS OF THE LOCAL AND STATE (NEW JERSEY UNIFORM CONSTRUCTION CODE) CONSTRUCTION CODES, LATEST EDITION, AND THE SPECIFICATIONS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS AND THE NJ DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 AS AMENDED.
- QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND FOR INFORMATION ONLY. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS NECESSARY TO CONSTRUCT THE PROJECT COMPLETELY.
- ALL DIMENSIONS, ELEVATIONS, AND DETAILS OF EXISTING FEATURES SHOWN ON THESE DRAWINGS HAVE BEEN OBTAINED FROM OR BASED ON LIMITED FIELD MEASUREMENTS AND SURVEY. THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS WHICH MAY AFFECT FABRICATION AND CONSTRUCTION BEFORE COMMENCEMENT OF CONSTRUCTION WORK.
- THE CONTRACTOR IS ADVISED THAT ADDITIONAL "NOTES" WILL BE FOUND ON SUBSEQUENT SHEETS OF THE CONTRACT PLANS AND SUCH "NOTES", WHILE PERTAINING TO THE SHEETS THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.
- THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO BE EITHER REMAINING IN PLACE OR BE RELOCATED WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS, WHICH ARE TO REMAIN IN PLACE OR BE RELOCATED, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
- WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED OF, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THESE ITEMS.
- WHEN SAWCUTTING ASPHALT PAVEMENT IS REQUIRED, THE DEPTH SHALL BE FULL DEPTH UNLESS OTHERWISE NOTED ON THE PLANS.
- INLETS IN THE PROJECT AREAS SHALL BE MAINTAINED OPERABLE AT ALL TIMES. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO AVOID FILLING THE CATCH BASINS WITH DEBRIS WITHIN THE PROJECT LIMITS DURING THE CONTRACT OPERATIONS. IF, AS A RESULT OF CONSTRUCTION, A FLOODING CONDITION OCCURS, OR IN THE EVENT THE CONTRACTOR'S OPERATIONS DAMAGE OR BLOCK THE DRAINAGE SYSTEM, THE CONTRACTOR SHALL AT HIS OWN EXPENSE IMMEDIATELY REPAIR OR RESTORE THE DRAINAGE SYSTEM AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE TEMPORARY MEANS (PIPES, PUMPS, ETC.) TO DRAIN ANY STORM WATER WHICH MAY DEVELOP WITHIN THE PROJECT LIMITS FOR THE DURATION OF THE CONSTRUCTION.
- ANY DAMAGE OCCURRING TO EXISTING PAVEMENT, SHOULDER, CURBING TRAFFIC SIGNAL, ETC. BY CONSTRUCTION VEHICLES AND/OR MATERIAL STORAGE SHALL BE CORRECTED IN SATISFACTORY MANNER BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE ENGINEER.
- WHERE PROPOSED SIDEWALK MEETS EXISTING CONCRETE SIDEWALK, THE EXISTING CONCRETE SIDEWALK SHALL BE SAWCUT AT THE LIMITS IDENTIFIED ON THE PLANS. NO SEPARATE PAYMENT WILL BE MADE FOR THE SAWCUTTING OF EXISTING SIDEWALK, BUT THE COSTS SHALL BE INCLUDED IN THE PRICES BID FOR THE VARIOUS SIDEWALK PAY ITEMS WITHIN THIS CONTRACT.
- EXISTING MANHOLES; GAS VALVES; WATER BOXES AND OIL FILL VALVES SHALL BE SET TO FINISHED GRADE BEFORE PLACEMENT OF BITUMINOUS CONCRETE SURFACE COURSE OR CONCRETE SIDEWALK.
- CASTINGS OF STORM, SANITARY SEWER, WATER AND UTILITY COMPANY OWNED MANHOLES, WILL BE RESET TO FINISHED GRADE BY THE CONTRACTOR UNDER THE ITEM "RESET MANHOLE, SANITARY SEWER USING EXISTING CASTING".
- MEET EXISTING GRADES AT ALL LIMITS OF CONSTRUCTION.
- ALL NEW PAVEMENTS AND SIDEWALKS SHALL MEET EXISTING PAVEMENTS AND SIDEWALKS TO REMAIN SMOOTHLY AND EVENLY WITH NO TRIPPING HAZARDS TO THE SATISFACTION OF THE COUNTY/RESIDENT ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS ON ROADWAYS, IN YARDS, AND PRIVATE PROPERTIES ALONG PROPOSED PAVEMENT AND SIDEWALK INSTALLATIONS.
- ALL CURB RAMPS AND DRIVEWAY CROSSINGS MUST CONFORM TO AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS AS OUTLINED IN THE ADA ACCESSIBILITY GUIDELINES (ADAAG) AND SHOWN ON THE PLANS AND DETAILS PROVIDED HEREIN UNLESS OTHERWISE NOTED ON THE PLANS. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL LAYOUT RAMPS TO DETERMINE IF RAMPS CAN BE CONSTRUCTED PER THE PLANS AND DETAILS. ALTERATIONS TO BE PROVIDED ACCORDING TO ADA ACCESS AND OTHER REQUIREMENTS, DURING AND POST CONSTRUCTION.

## SURVEY NOTES

- ALL UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. ONLY VISIBLE MARKOUT FOUND IN THE FIELD IS SHOWN. THE USER IS CAUTIONED THAT THERE MAY BE EXISTING UTILITIES, WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT AREA AND NOT SHOWN ON THIS PLAN.
- VERTICAL (NAVD 88, GEIOD 12A) AND HORIZONTAL DATUM (NAD 83) ARE BASED UPON NEW JERSEY STATE PLANE GROUND COORDINATES ESTABLISHED USING RTN GPS OBSERVATIONS.  
GRID TO GROUND SCALE FACTOR = 1.000099233
- EXISTING CONDITIONS AS SHOWN HEREON ARE BASED ON FIELD LOCATIONS PERFORMED BY MALICK AND SCHERER IN JANUARY 2018.
- THIS PLAN IS SUBJECT TO ALL FACTS DISCLOSED IN A CURRENT TITLE REPORT AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS SUBJECT TO ALL RESTRICTIONS, COVENANTS, EASEMENTS, AGREEMENTS AND/OR RIGHTS OF WAY WRITTEN OR IMPLIED.
- OFFSETS AS SHOWN HEREON ARE FOR A SPECIFIC PURPOSE AND SHOULD NOT BE USED FOR CONSTRUCTION OF FENCES OR OTHER STRUCTURES.
- BASELINES AS SHOWN HEREON HAVE BEEN CREATED FOR REFERENCE AND ARE LOCATED APPROXIMATELY AT THE CENTER OF EACH ROADWAY. NO PROPERTY OR BOUNDARY ANALYSIS WAS PERFORMED.
- THE PROPERTY AND/OR RIGHT OF WAY LINES AS DEPICTED HEREON ARE APPROXIMATE AND A GRAPHIC REPRESENTATION ONLY BASED ON TAX MAP PLOTTING. NO PROPERTY OR BOUNDARY ANALYSIS WAS PERFORMED.
- THE CONTRACTOR SHALL VERIFY BY FIELD MEASUREMENT ALL EXISTING PHYSICAL FEATURES ON THE SURFACE AS WELL AS ALL SUBSURFACE FEATURES, INCLUDING EXISTING SURFACE AND UNDERGROUND UTILITY FACILITIES, PRIOR TO CONSTRUCTION. IN THE EVENT THE CONTRACTOR IDENTIFIES CHANGED FIELD CONDITIONS AFFECTING THE PROPOSED WORK THE CONTRACTOR SHALL SO NOTIFY THE RESIDENT ENGINEER FOR DIRECTION PRIOR TO CONSTRUCTION IN THESE AREAS.
- THE CONTRACTOR SHALL PROTECT ALL SURVEY CONTROL POINT MARKERS FROM DAMAGE AND SHALL ESTABLISH OFFSET POINTS REQUIRED FOR THIS WORK.

## SURVEY REFERENCES

- THE OFFICIAL TAX MAP FOR THE CITY OF PLAINFIELD, UNION COUNTY, NEW JERSEY, SHEET NUMBERS 1, 2, 4, 6 & 7 (MARCH 24, 1987).

## UTILITY NOTES

- LOCATION OF UTILITIES, PUBLIC AND/OR PRIVATE; INDICATED AS EXISTING AND/OR TO BE CONSTRUCTED AS SHOWN ON THE PLANS ARE APPROXIMATE. THEIR EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES WHETHER ABANDONED OR IN SERVICE MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT OPERATIONS AND TAKE ALL THE NECESSARY PRECAUTIONS TO PREVENT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION.
- UTILITY INFORMATION LABELED ON PLANS IS DERIVED FROM FIELD SURVEY AND RECORDS. SUCH INFORMATION MAY NOT BE ACCURATE OR RELIABLE. MALICK AND SCHERER, P.C. EXPRESSLY DISCLAIMS RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF UTILITY INFORMATION DEPICTED ACCORDING TO FIELD SURVEY AND RECORDS.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE NEW JERSEY ONE-CALL CENTER BY CALLING: 1-800-272-1000 AND WITH THEIR ASSISTANCE, SHALL VERIFY THE EXACT LOCATION SIZE AND DIMENSION OF ALL BURIED UTILITIES. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE LOCATION OF UNDERGROUND UTILITIES NOT VISIBLE AT THE TIME FIELD SURVEYS WERE CONDUCTED.
- THE CONTRACTOR IS ALSO RESPONSIBLE FOR CONTACTING THE OWNING COMPANIES OF ANY PRIVATE UTILITIES FOR MARK OUTS.
- ANY UTILITY STRUCTURE, GRATES, VALVES, ETC. REQUIRING RESETTING SHALL BE RESET TO FINISHED GRADE ELEVATION.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING STANDARD DRAWINGS FROM UTILITY OWNER.

GN-1  
GN-1

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## GENERAL NOTES

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

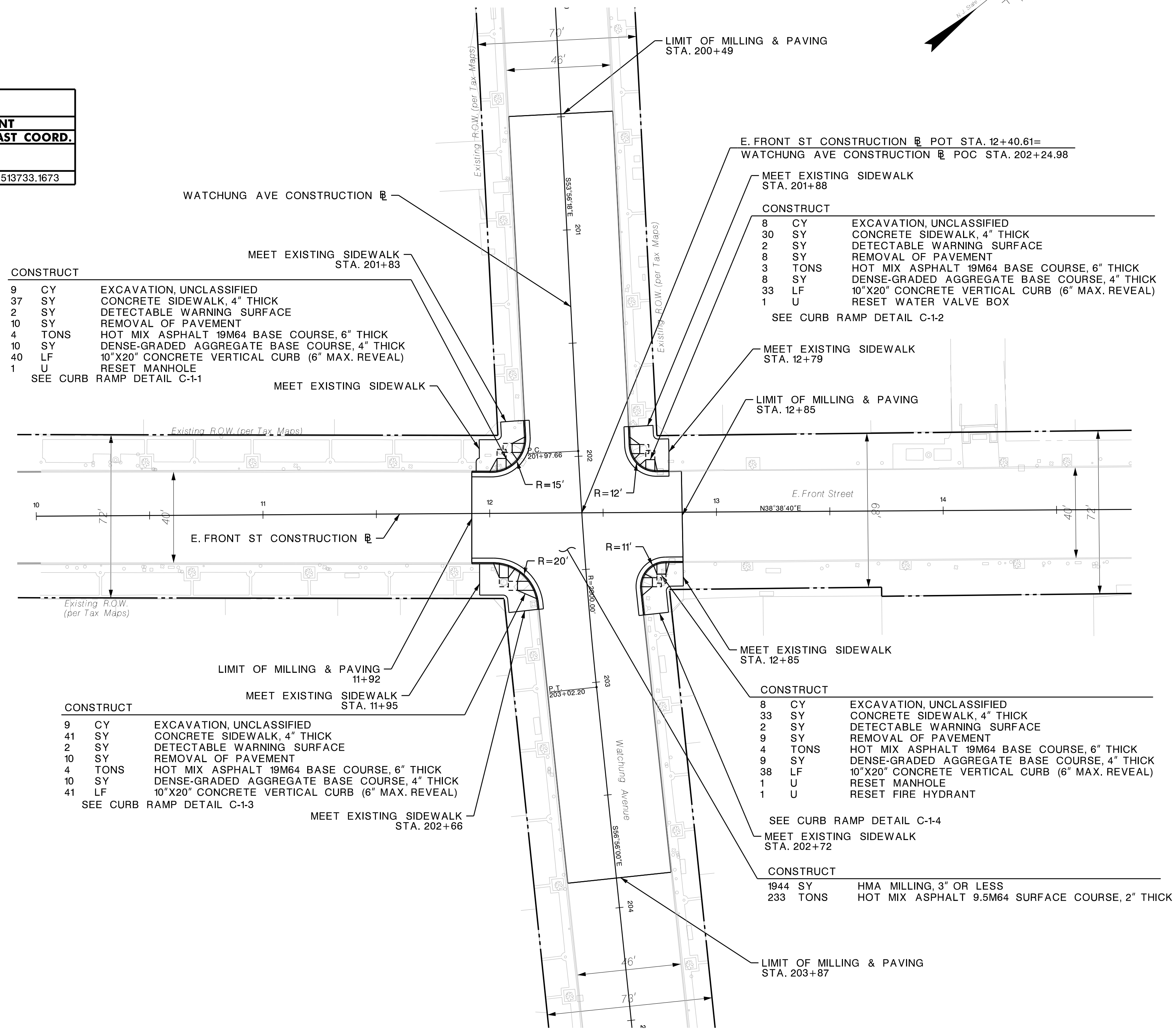
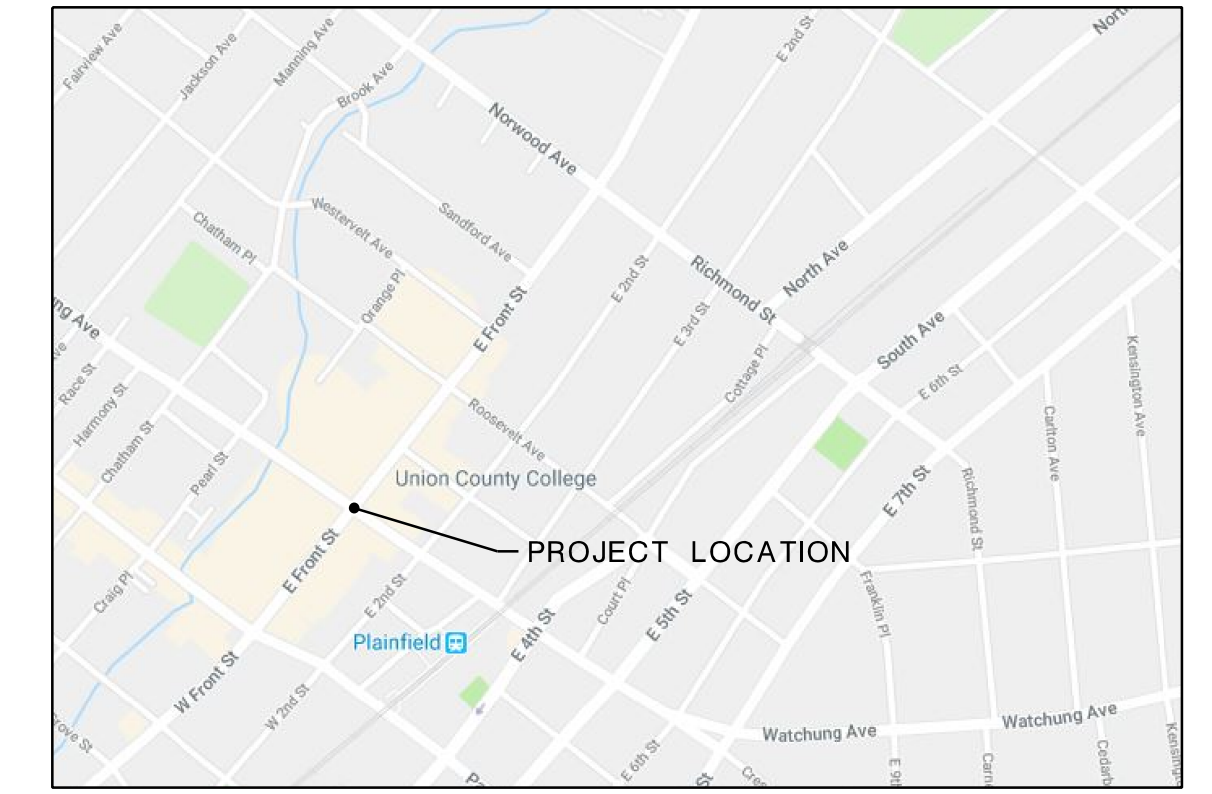
*Malick Scherer*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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62

BASE LINE DATA			
POINT	BASELINE STATION	COORDINATES	
		NORTHING	EASTING
<b>PROPOSED EAST FRONT STREET</b>			
P.O.B.	10+00.00	650648.4711	513562.8419
P.C.	20+43.42	651463.4196	514214.4392
P.T.	21+07.25	651513.9054	514253.5012
P.C.	32+61.82	652438.2139	514945.3637
P.T.	34+26.81	652577.8439	515032.9153
P.O.E.	35+14.17	652655.4296	515073.0667
<b>PROPOSED WATCHUNG AVENUE</b>			
P.O.B.	200+00.00	650968.6804	513531.1177
P.C.	201+97.66	650852.3270	513690.9021
P.T.	203+02.20	650793.0231	513776.9827
P.O.E.	204+55.18	650709.5578	513905.1807

CURVE DATA							
NO.	DELTA	RADIUS	TANGENT	LENGTH	E	CENTER POINT	
						NORTH COORD.	EAST COORD.
<b>PROPOSED WATCHUNG AVENUE</b>							
C1	2°59'41.81"	2000.00	52.28	104.54	0.68	650821.5499	513733.1673



- CONSTRUCT**
- 9 CY EXCAVATION, UNCLASSIFIED
  - 37 SY CONCRETE SIDEWALK, 4" THICK
  - 2 SY DETECTABLE WARNING SURFACE
  - 10 SY REMOVAL OF PAVEMENT
  - 4 TONS HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
  - 10 SY DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
  - 40 LF 10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
  - 1 U RESET MANHOLE
- SEE CURB RAMP DETAIL C-11

- E. FRONT ST CONSTRUCTION @ POT STA. 12+40.61=**  
**WATCHUNG AVE CONSTRUCTION @ POC STA. 202+24.98**
- CONSTRUCT**
- 8 CY EXCAVATION, UNCLASSIFIED
  - 30 SY CONCRETE SIDEWALK, 4" THICK
  - 2 SY DETECTABLE WARNING SURFACE
  - 8 SY REMOVAL OF PAVEMENT
  - 3 TONS HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
  - 8 SY DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
  - 33 LF 10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
  - 1 U RESET WATER VALVE BOX
- SEE CURB RAMP DETAIL C-12

- CONSTRUCT**
- 9 CY EXCAVATION, UNCLASSIFIED
  - 41 SY CONCRETE SIDEWALK, 4" THICK
  - 2 SY DETECTABLE WARNING SURFACE
  - 10 SY REMOVAL OF PAVEMENT
  - 4 TONS HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
  - 10 SY DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
  - 41 LF 10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
- SEE CURB RAMP DETAIL C-13

- CONSTRUCT**
- 8 CY EXCAVATION, UNCLASSIFIED
  - 33 SY CONCRETE SIDEWALK, 4" THICK
  - 2 SY DETECTABLE WARNING SURFACE
  - 9 SY REMOVAL OF PAVEMENT
  - 4 TONS HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
  - 9 SY DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
  - 38 LF 10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
  - 1 U RESET MANHOLE
  - 1 U RESET FIRE HYDRANT

- CONSTRUCT**
- 1944 SY HMA MILLING, 3" OR LESS
  - 233 TONS HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK

**NOTES:**

1. FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-1.
2. FINISH GRADE TO MEET EXISTING MANHOLE FRAMES AND COVERS.
3. THE CONTRACTOR SHALL MATCH THE EXISTING SIDEWALK GRADES AT THE BUILDING FACE.
4. ACCESS TO COMMERCIAL PROPERTIES SHALL BE MAINTAINED DURING BUSINESS HOURS.
5. FOR CURB RAMP DETAILS, SEE SHEET ADA-1

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
24	EXCAVATION, UNCLASSIFIED	34 CY
25	REMOVAL OF PAVEMENT	37 SY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	37 SY
27	HMA MILLING, 3" OR LESS	1944 SY
31	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	233 T
32	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	15 T
38	CONCRETE SIDEWALK, 4" THICK	141 SY
39	DETECTABLE WARNING SURFACE	8 SY
40	10" X 20" CONCRETE VERTICAL CURB	152 LF
49	RESET FIRE HYDRANT	1 U
50	RESET WATER VALVE BOX	1 U
53	RESET MANHOLE	2 U



C-1  
C-4

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## CONSTRUCTION PLANS

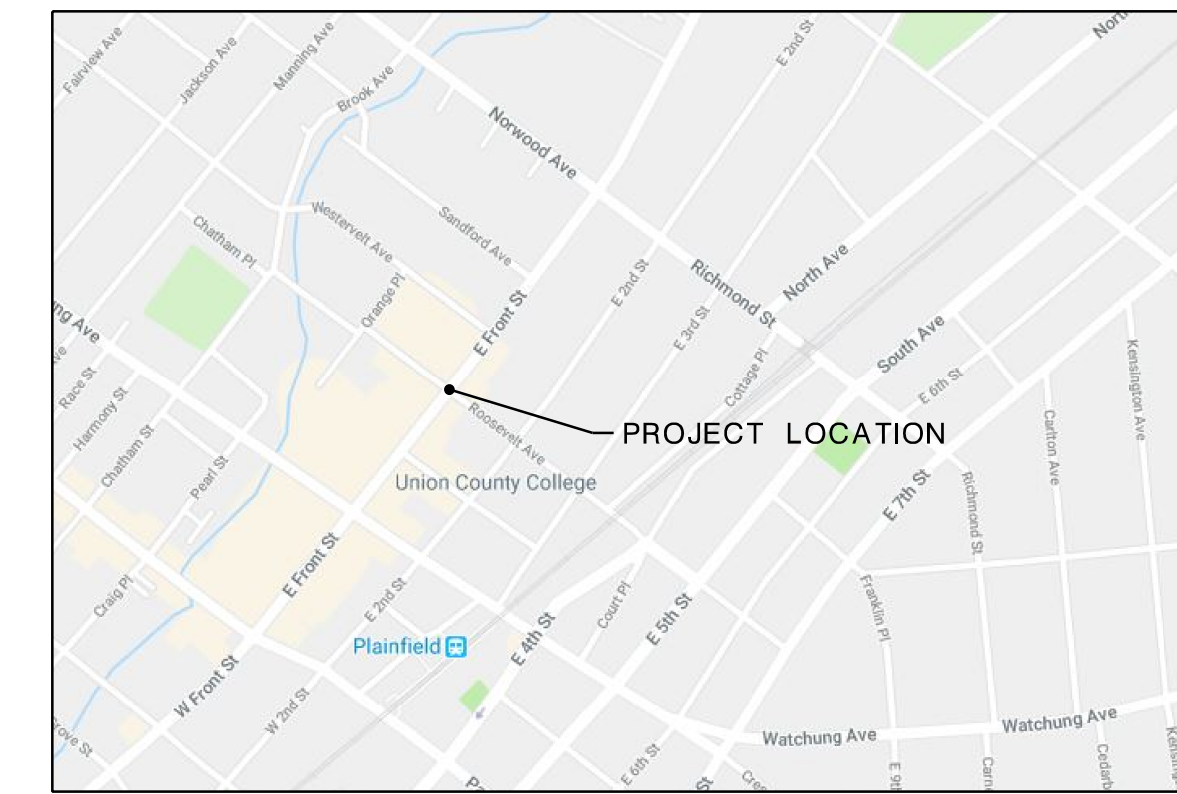
### EAST FRONT STREET INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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**EAST FRONT STREET (CR 620)  
AT WATCHUNG AVENUE**

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INDEX MAP  
N.T.S.

BASE LINE DATA			
POINT	BASELINE STATION	COORDINATES	
		NORTHING	EASTING
<b>PROPOSED EAST FRONT STREET</b>			
P.O.B.	10+00.00	650648.4711	513562.8419
P.C.	20+43.42	651463.4196	514214.4392
P.T.	21+07.25	651513.9054	514253.5012
P.C.	32+61.82	652438.2139	514945.3637
P.T.	34+26.81	652577.8439	515032.9153
P.O.E.	35+14.17	652655.4296	515073.0667
<b>PROPOSED ROOSEVELT AVENUE</b>			
P.O.B.	300+00.00	651529.7002	514047.9225
P.O.E.	303+46.17	651318.7221	514322.3674

CURVE DATA							
NO.	DELTA	RADIUS	TANGENT	LENGTH	E	CENTER POINT	
						NORTH COORD.	EAST COORD.
<b>PROPOSED EAST FRONT STREET</b>							
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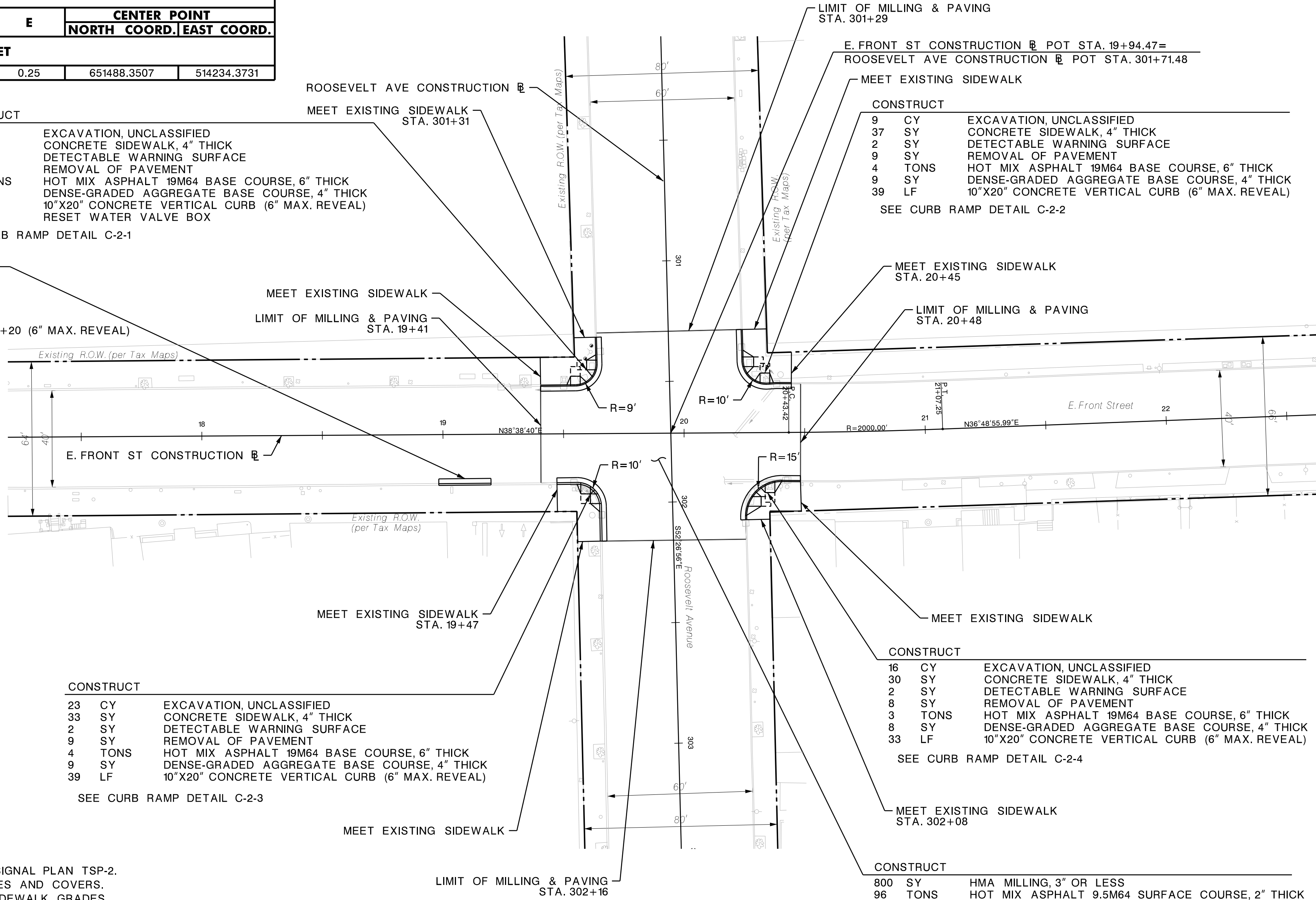
CONSTRUCT

27	CY	EXCAVATION, UNCLASSIFIED
36	SY	CONCRETE SIDEWALK, 4" THICK
2	SY	DETECTABLE WARNING SURFACE
9	SY	REMOVAL OF PAVEMENT
4	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
9	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
40	LF	10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
2	U	RESET WATER VALVE BOX

SEE CURB RAMP DETAIL C-2-1

CONSTRUCT

3	CY	EXCAVATION, UNCLASSIFIED
5	SY	REMOVAL OF PAVEMENT
2	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
5	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
22	LF	10"X20" CONCRETE VERTICAL CURB, STA. 18+98 TO 19+20 (6" MAX. REVEAL)



CONSTRUCT

23	CY	EXCAVATION, UNCLASSIFIED
33	SY	CONCRETE SIDEWALK, 4" THICK
2	SY	DETECTABLE WARNING SURFACE
9	SY	REMOVAL OF PAVEMENT
4	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
9	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
39	LF	10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)

SEE CURB RAMP DETAIL C-2-3

CONSTRUCT

16	CY	EXCAVATION, UNCLASSIFIED
30	SY	CONCRETE SIDEWALK, 4" THICK
2	SY	DETECTABLE WARNING SURFACE
8	SY	REMOVAL OF PAVEMENT
3	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
8	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
33	LF	10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)

SEE CURB RAMP DETAIL C-2-4

CONSTRUCT

800	SY	HMA MILLING, 3" OR LESS
96	TONS	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK

- NOTES:**
- FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-2.
  - FINISH GRADE TO MEET EXISTING MANHOLE FRAMES AND COVERS.
  - THE CONTRACTOR SHALL MATCH THE EXISTING SIDEWALK GRADES AT THE BUILDING FACE.
  - ACCESS TO COMMERCIAL PROPERTIES SHALL BE MAINTAINED DURING BUSINESS HOURS.
  - FOR CURB RAMP DETAILS, SEE SHEET ADA-2.

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
24	EXCAVATION, UNCLASSIFIED	36 CY
25	REMOVAL OF PAVEMENT	40 SY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	40 SY
27	HMA MILLING, 3" OR LESS	800 SY
31	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	96 T
32	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	17 T
38	CONCRETE SIDEWALK, 4" THICK	136 SY
39	DETECTABLE WARNING SURFACE	8 SY
40	10" X 20" CONCRETE VERTICAL CURB	173 LF
50	RESET WATER VALVE BOX	2 U



C-2  
C-4

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## CONSTRUCTION PLANS

### EAST FRONT STREET INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*AINO L. TOOTSOV*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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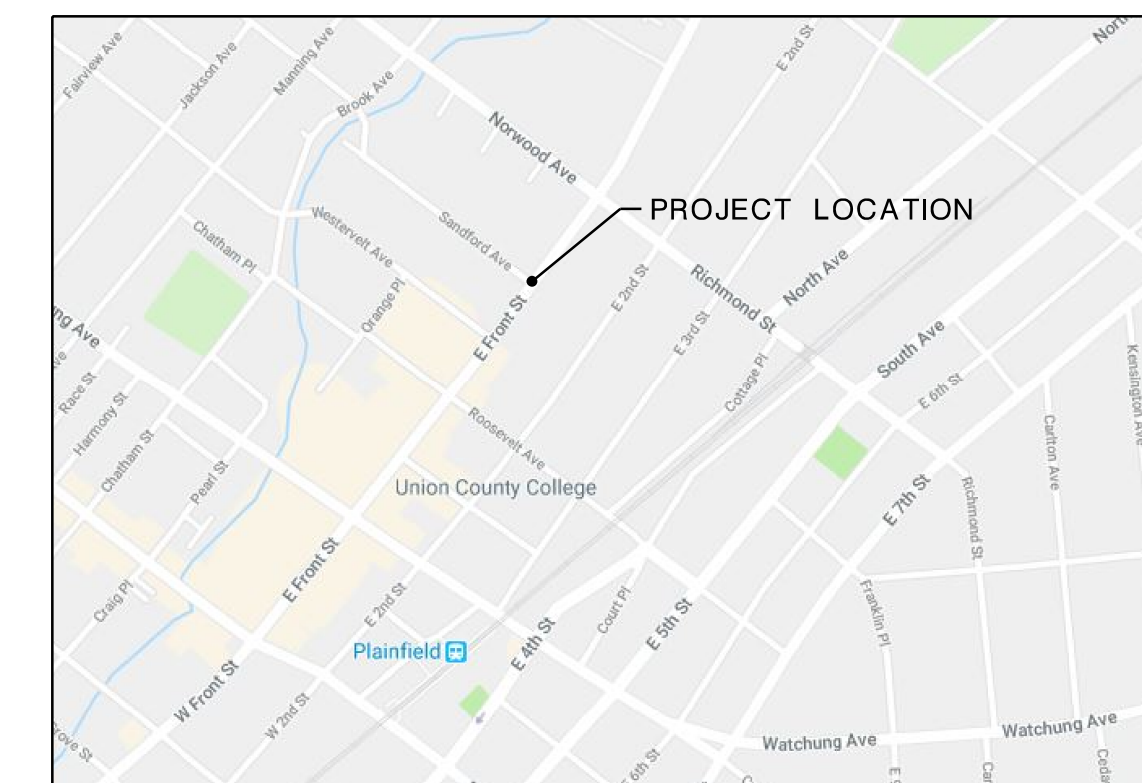
EAST FRONT STREET (CR 620)  
AT ROOSEVELT AVENUE

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**BASE LINE DATA**

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		NORTHING	EASTING
<b>PROPOSED EAST FRONT STREET</b>			
P.O.B.	10+00.00	650648.4711	513562.8419
P.C.	20+43.42	651463.4196	514214.4392
P.T.	21+07.25	651513.9054	514253.5012
P.C.	32+61.82	652438.2139	514945.3637
P.T.	34+26.81	652577.8439	515032.9153
P.O.E.	35+14.17	652655.4296	515073.0667
<b>PROPOSED SANDFORD AVENUE</b>			
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P.O.E.	401+38.23	651965.5754	514591.3743

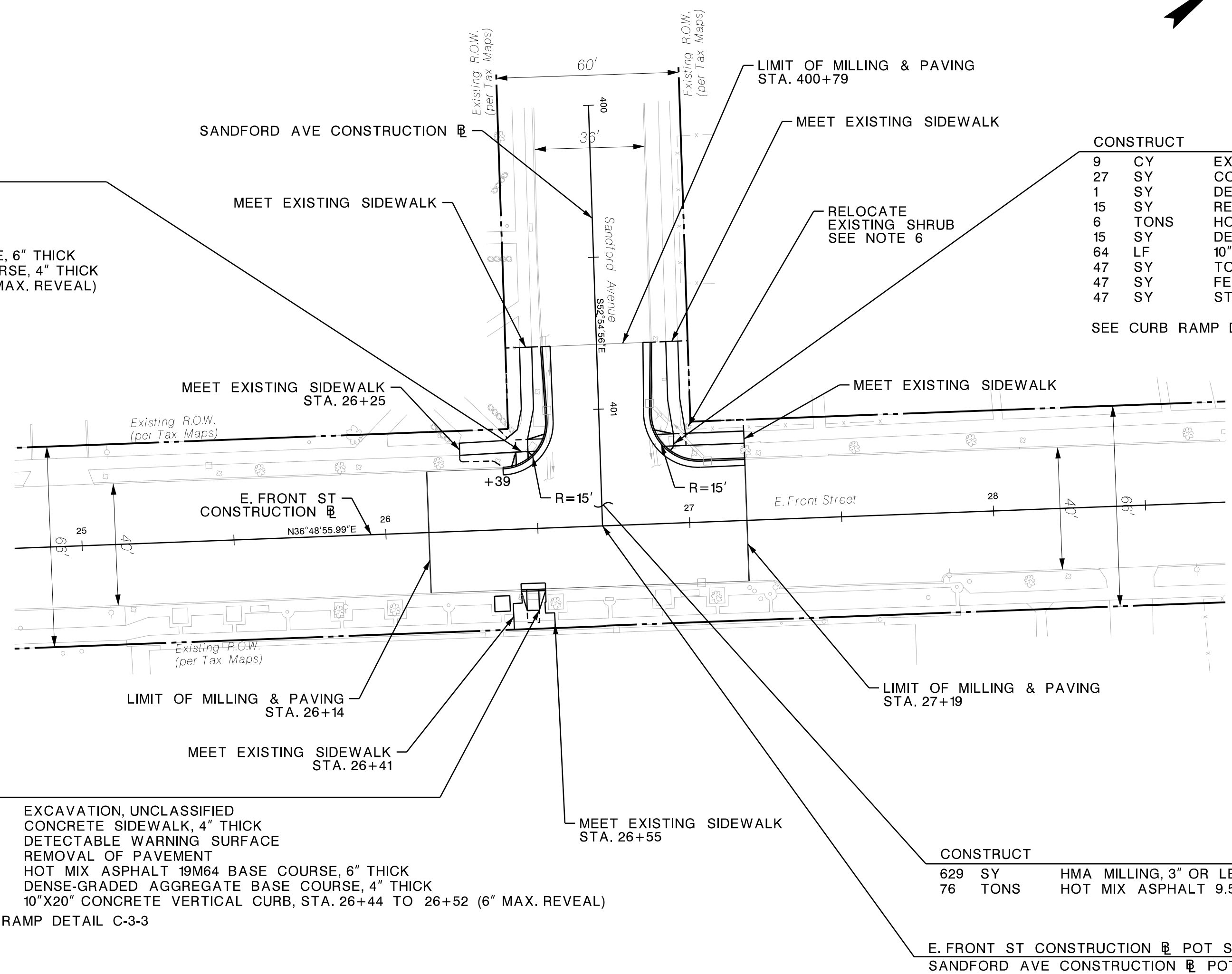
STATE	FEDERAL PROJECT NO.
N.J.	HSIP-0620(300)



**CONSTRUCT**

9	CY	EXCAVATION, UNCLASSIFIED
29	SY	CONCRETE SIDEWALK, 4" THICK
2	SY	DETECTABLE WARNING SURFACE
11	SY	REMOVAL OF PAVEMENT
4	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
11	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
48	LF	10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
33	SY	TOPSOIL SPREADING, 4" THICK
33	SY	FERTILIZING AND SEEDING, TYPE A-3
33	SY	STRAW MULCHING

SEE CURB RAMP DETAIL C-3-1



**CONSTRUCT**

9	CY	EXCAVATION, UNCLASSIFIED
27	SY	CONCRETE SIDEWALK, 4" THICK
1	SY	DETECTABLE WARNING SURFACE
15	SY	REMOVAL OF PAVEMENT
6	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
15	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
64	LF	10"X20" CONCRETE VERTICAL CURB (6" MAX. REVEAL)
47	SY	TOPSOIL SPREADING, 4" THICK
47	SY	FERTILIZING AND SEEDING, TYPE A-3
47	SY	STRAW MULCHING

SEE CURB RAMP DETAIL C-3-2

**CONSTRUCT**

4	CY	EXCAVATION, UNCLASSIFIED
19	SY	CONCRETE SIDEWALK, 4" THICK
1	SY	DETECTABLE WARNING SURFACE
2	SY	REMOVAL OF PAVEMENT
1	TONS	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK
2	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK
8	LF	10"X20" CONCRETE VERTICAL CURB, STA. 26+44 TO 26+52 (6" MAX. REVEAL)

SEE CURB RAMP DETAIL C-3-3

**CONSTRUCT**

629	SY	HMA MILLING, 3" OR LESS
76	TONS	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK

**NOTES:**

- FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-3.
- FINISH GRADE TO MEET EXISTING MANHOLE FRAMES AND COVERS.
- THE CONTRACTOR SHALL MATCH THE EXISTING SIDEWALK GRADES AT THE BUILDING FACE.
- ACCESS TO COMMERCIAL PROPERTIES SHALL BE MAINTAINED DURING BUSINESS HOURS.
- FOR CURB RAMP DETAILS, SEE SHEET ADA-3.
- RELOCATION OF EXISTING SHRUB TO BE PAID FOR UNDER "CLEARING SITE."



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
24	EXCAVATION, UNCLASSIFIED	22 CY
25	REMOVAL OF PAVEMENT	28 SY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	28 SY
27	HMA MILLING, 3" OR LESS	629 SY
31	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	76 T
32	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	11 T
38	CONCRETE SIDEWALK, 4" THICK	75 SY
39	DETECTABLE WARNING SURFACE	4 SY
40	10" X 20" CONCRETE VERTICAL CURB	120 LF
83	TOPSOIL SPREADING, 4" THICK	80 SY
84	FERTILIZING AND SEEDING, TYPE A-3	80 SY
85	STRAW MULCHING	80 SY

**EAST FRONT STREET (CR 620)  
AT SANDFORD AVENUE**

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**CONSTRUCTION PLANS**

**EAST FRONT STREET  
INTERSECTION IMPROVEMENTS**

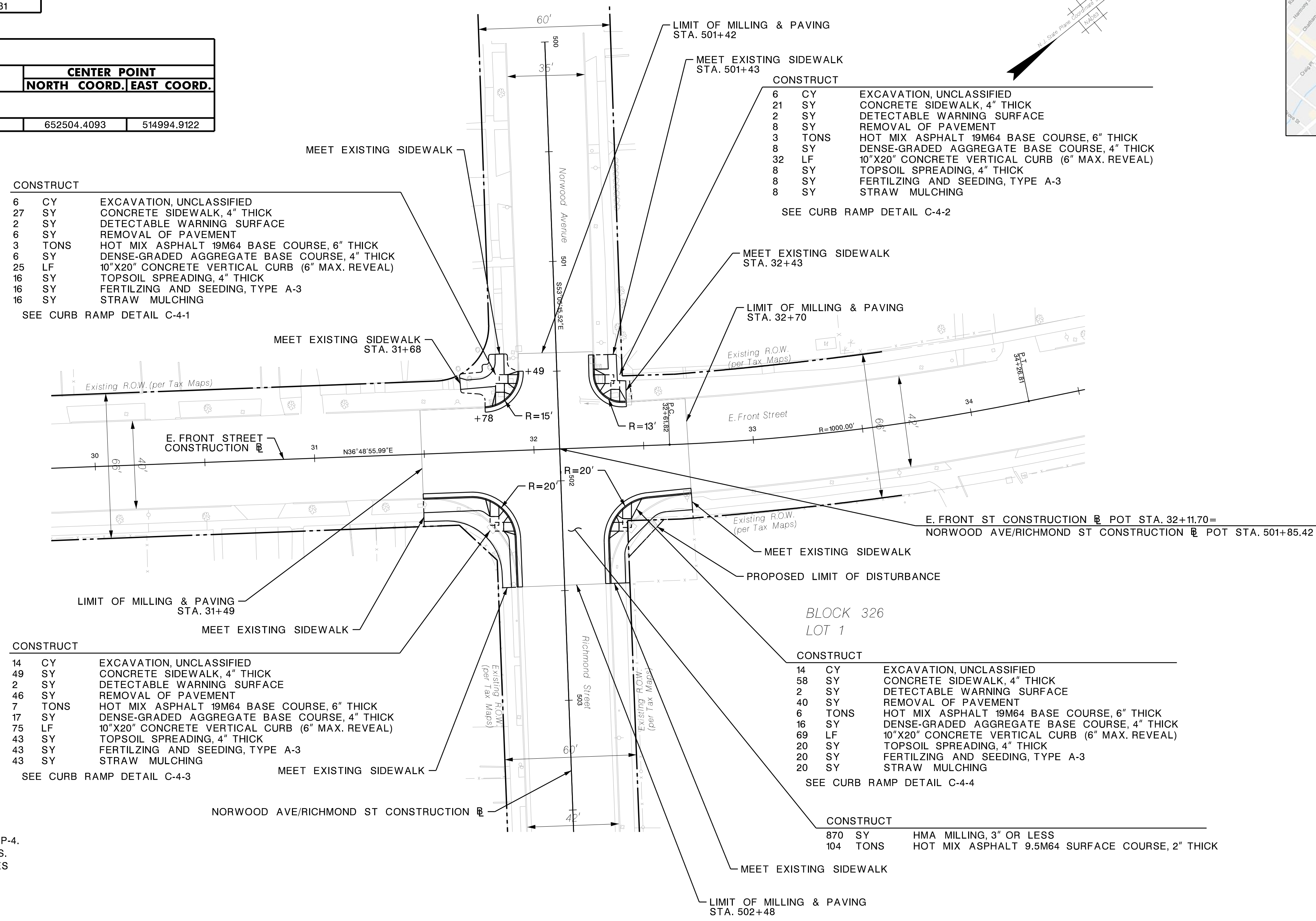
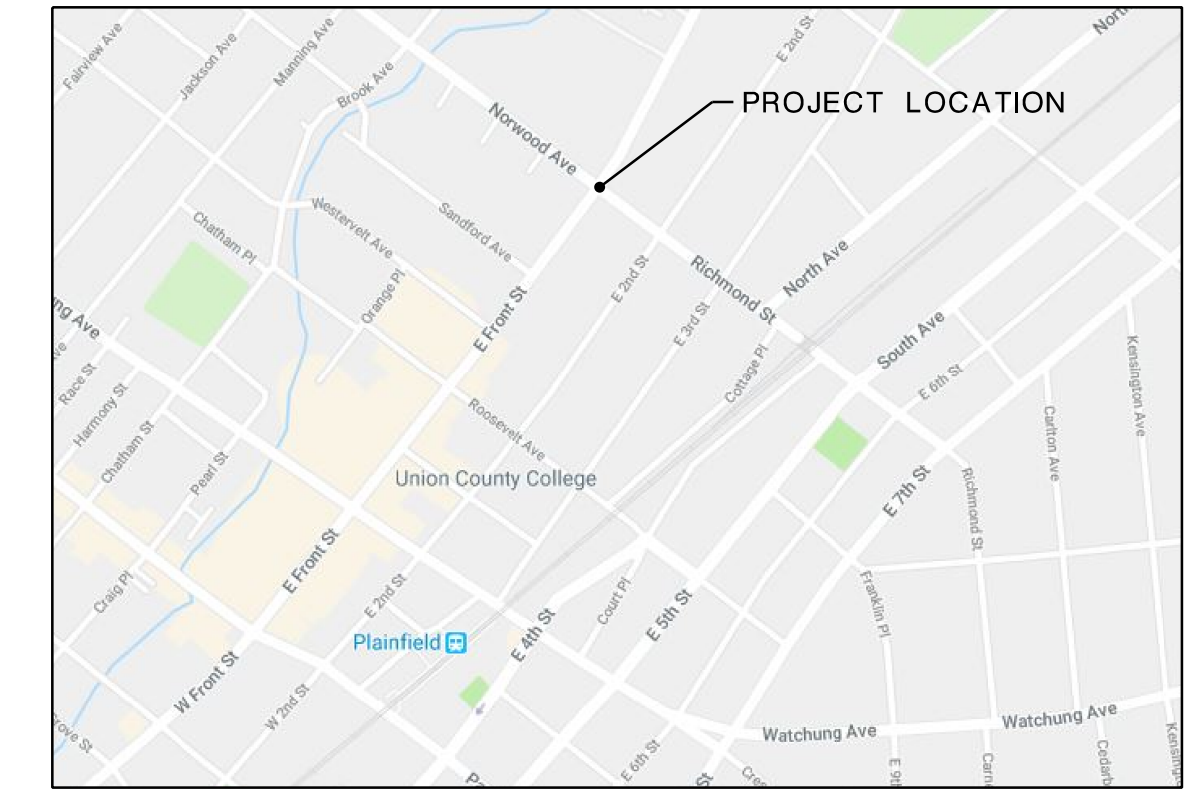
MALICK & SCHERER, P.C.  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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BASE LINE DATA			
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		NORTHING	EASTING
<b>PROPOSED EAST FRONT STREET</b>			
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P.C.	20+43.42	651463.4196	514214.4392
P.T.	21+07.25	651513.9054	514253.5012
P.C.	32+61.82	652438.2139	514945.3637
P.T.	34+26.81	652577.8439	515032.9153
P.O.E.	35+14.17	652655.4296	515073.0667
<b>RICHMOND STREET/NORWOOD AVENUE</b>			
P.O.B.	500+00.00	652509.4515	514767.0739
P.O.E.	503+92.31	652273.8325	515080.7481

CURVE DATA							
NO.	DELTA	RADIUS	TANGENT	LENGTH	E	CENTER POINT	
						NORTH COORD.	EAST COORD.
<b>PROPOSED EAST FRONT STREET</b>							
C2	9°27'12.78"	1000.00	82.69	165.00	3.41	652504.4093	514994.9122



- NOTES:**
- FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-4.
  - FINISH GRADE TO MEET EXISTING MANHOLE FRAMES AND COVERS.
  - THE CONTRACTOR SHALL MATCH THE EXISTING SIDEWALK GRADES AT THE BUILDING FACE.
  - FOR CURB RAMP DETAILS, SEE SHEET ADA-4.

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
24	EXCAVATION, UNCLASSIFIED	40 CY
25	REMOVAL OF PAVEMENT	100 SY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	47 SY
27	HMA MILLING, 3" OR LESS	870 SY
31	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	104 T
32	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	19 T
38	CONCRETE SIDEWALK, 4" THICK	155 SY
39	DETECTABLE WARNING SURFACE	8 SY
40	10" X 20" CONCRETE VERTICAL CURB	201 LF
83	TOPSOIL SPREADING, 4" THICK	87 SY
84	FERTILIZING AND SEEDING, TYPE A-3	87 SY
85	STRAW MULCHING	87 SY

EAST FRONT STREET (CR 620)  
AT RICHMOND STREET/  
NORWOOD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

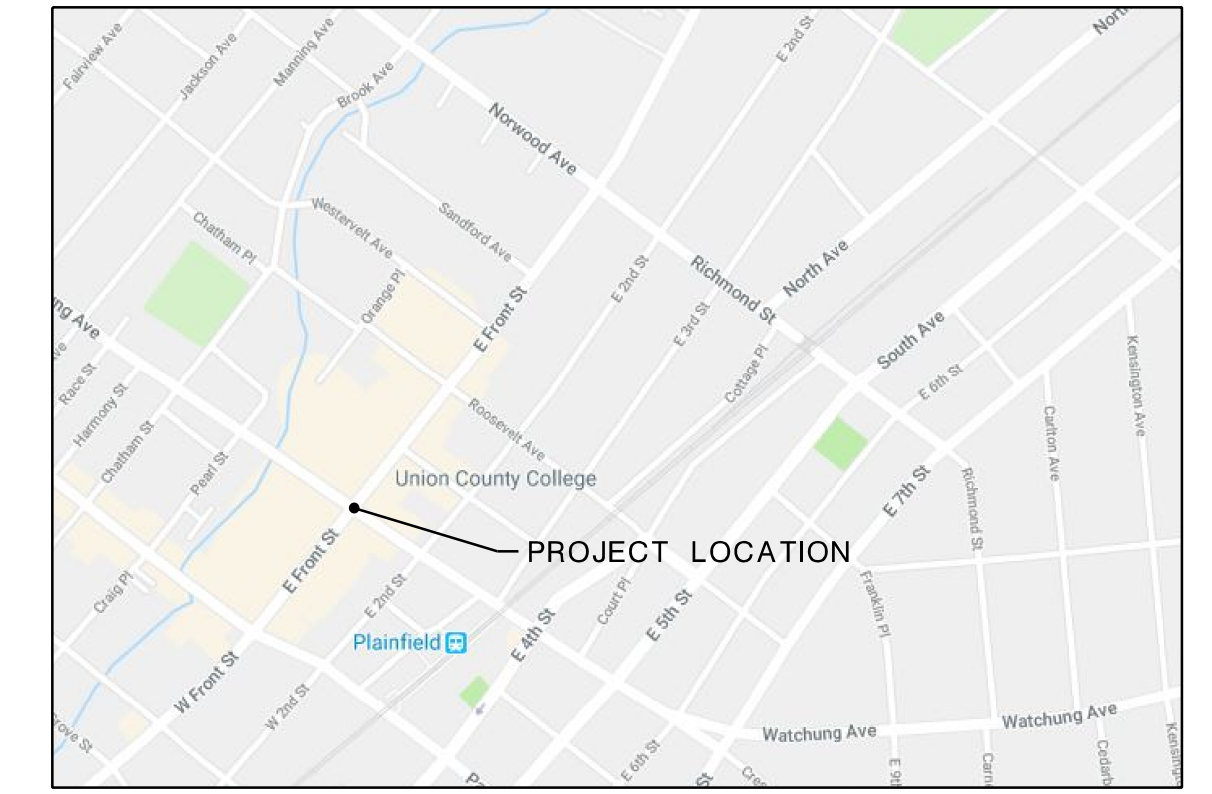
**CONSTRUCTION PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

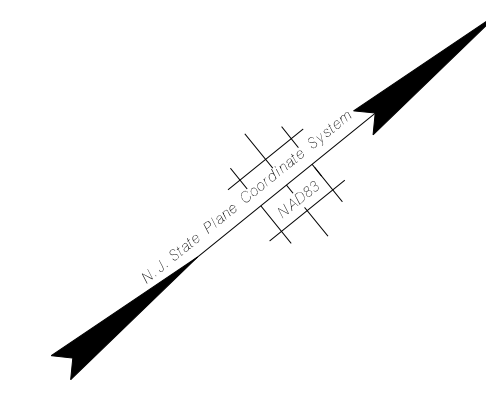
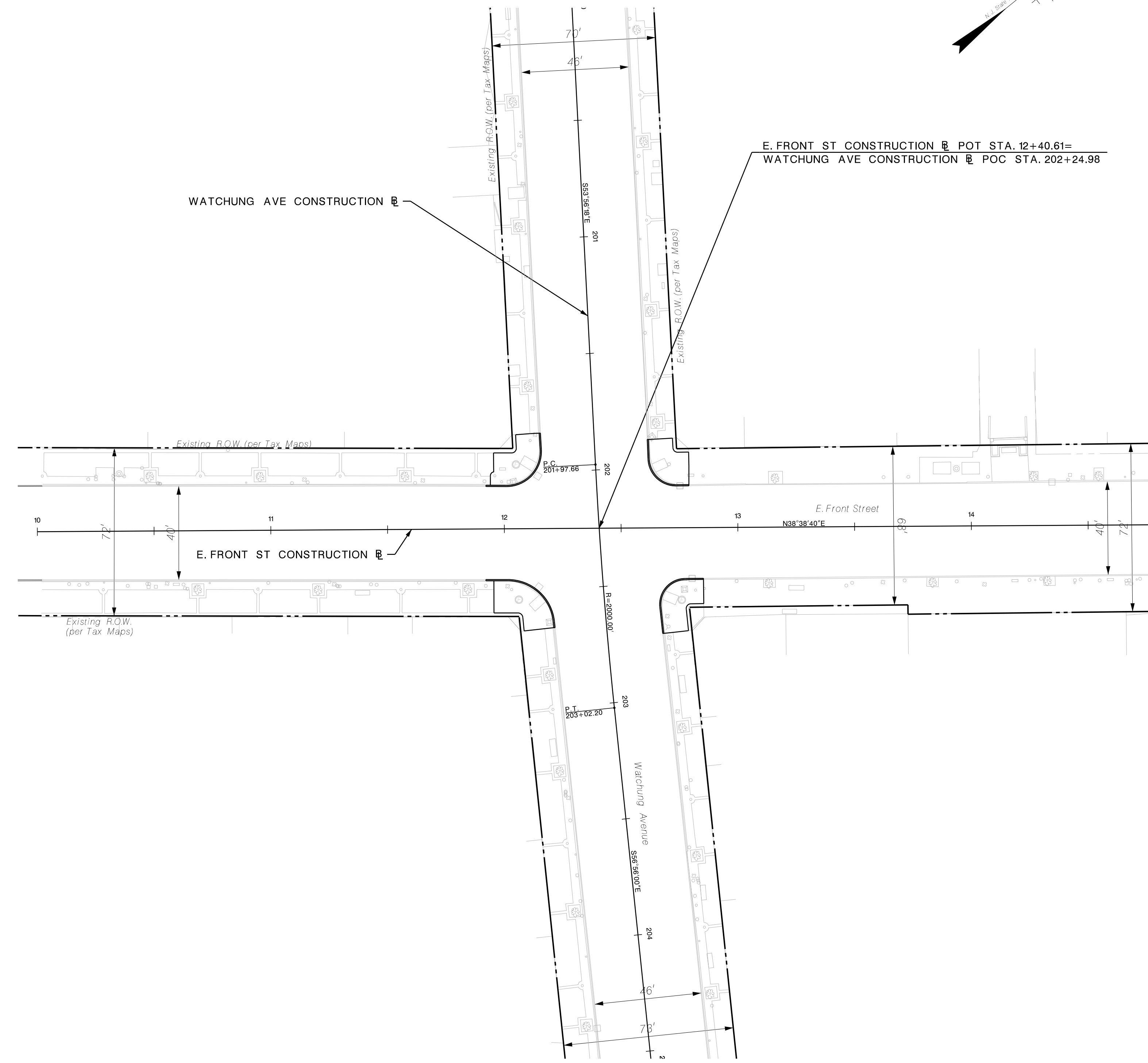
MALICK & SCHERER, P.C.  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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INDEX MAP  
N.T.S.



**NOTES:**

1. PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
2. FINISH GRADE TO MEET EXISTING MANHOLE FRAMES AND COVERS.
3. REMOVAL OF EXISTING INLET TO BE PAID FOR UNDER CLEARING SITE.
4. ACCESS TO COMMERCIAL PROPERTIES SHALL BE MAINTAINED DURING BUSINESS HOURS.

NO WORK THIS SHEET



DR-1  
DR-4

**EAST FRONT STREET (CR 620)  
AT WATCHUNG AVENUE**

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

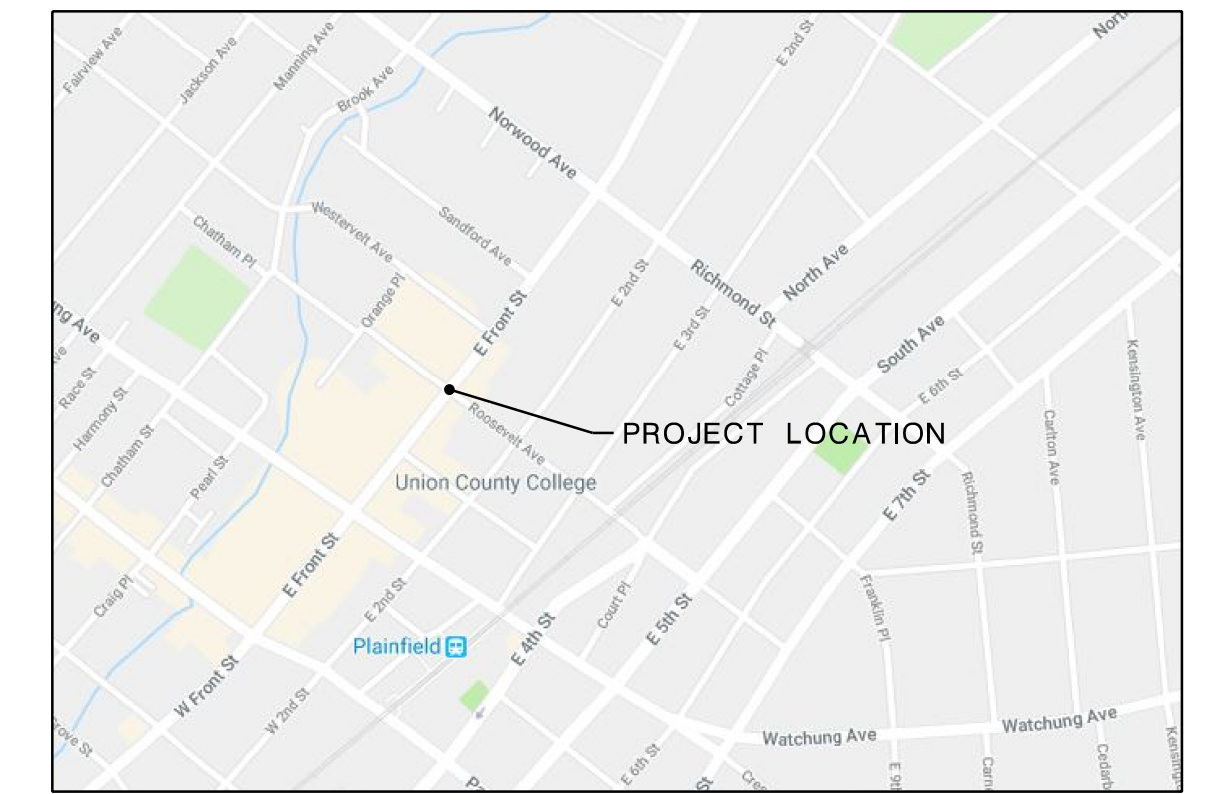
**DRAINAGE PLANS**

**EAST FRONT STREET  
INTERSECTION IMPROVEMENTS**

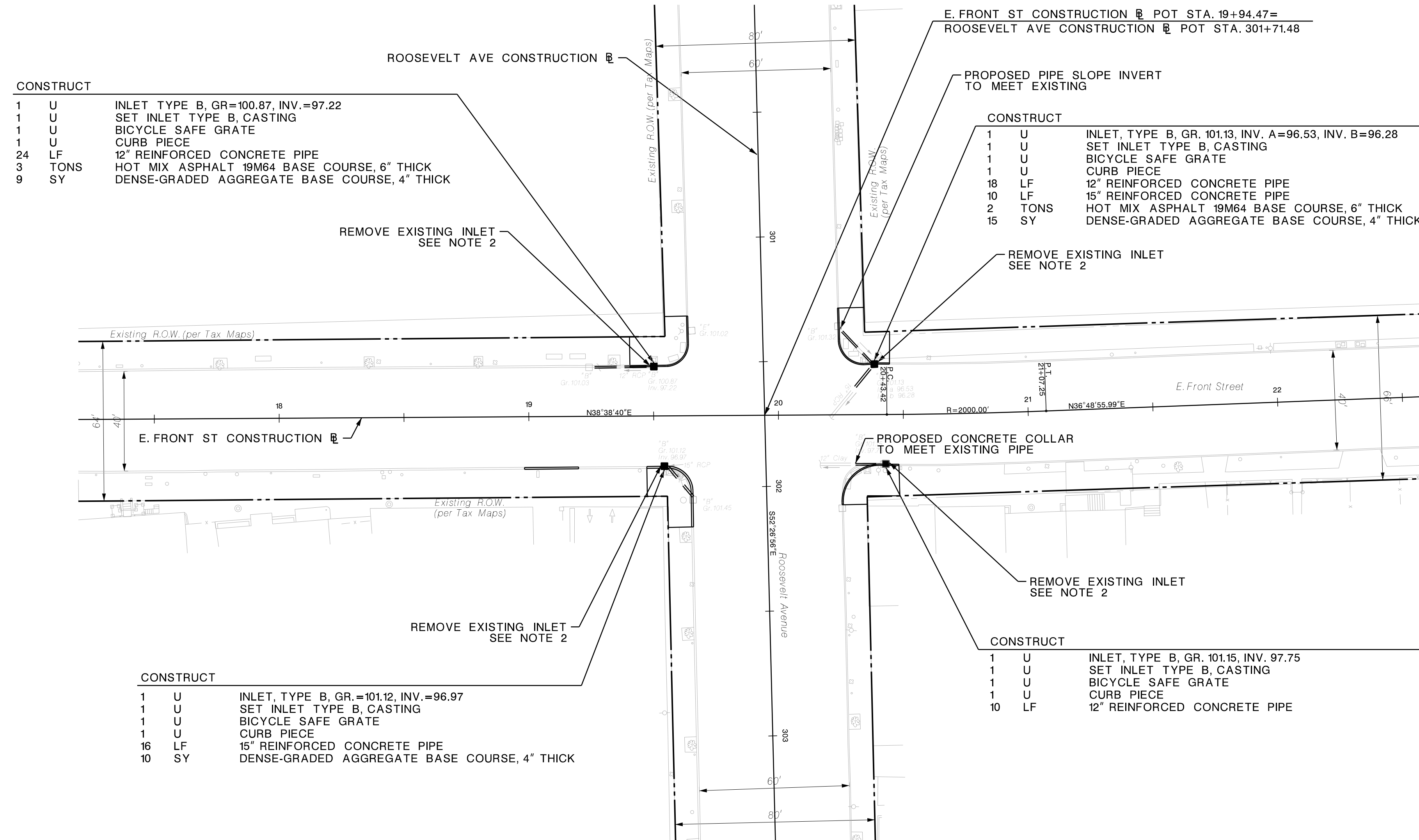
MALICK & SCHERER, P.C.

*Aino L. Tootsov*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100



INDEX MAP  
N.T.S.



**NOTES:**

1. PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
2. REMOVAL OF EXISTING INLET TO BE PAID FOR UNDER CLEARING SITE.
3. ACCESS TO COMMERCIAL PROPERTIES SHALL BE MAINTAINED DURING BUSINESS HOURS.
4. CONTRACTOR TO VERIFY LOCATION/TYPE OF PIPE PRIOR TO PROPOSED WORK.



DR-2  
DR-4

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	34 SY
32	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	5 T
34	12" REINFORCED CONCRETE PIPE	52 LF
35	15" REINFORCED CONCRETE PIPE	26 LF
36	INLET, TYPE B	4 U
86	SET INLET TYPE B, CASTING	4 U
87	BICYCLE SAFE GRATE	4 U
88	CURB PIECE	4 U

EAST FRONT STREET (CR 620)  
AT ROOSEVELT AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**DRAINAGE PLANS**

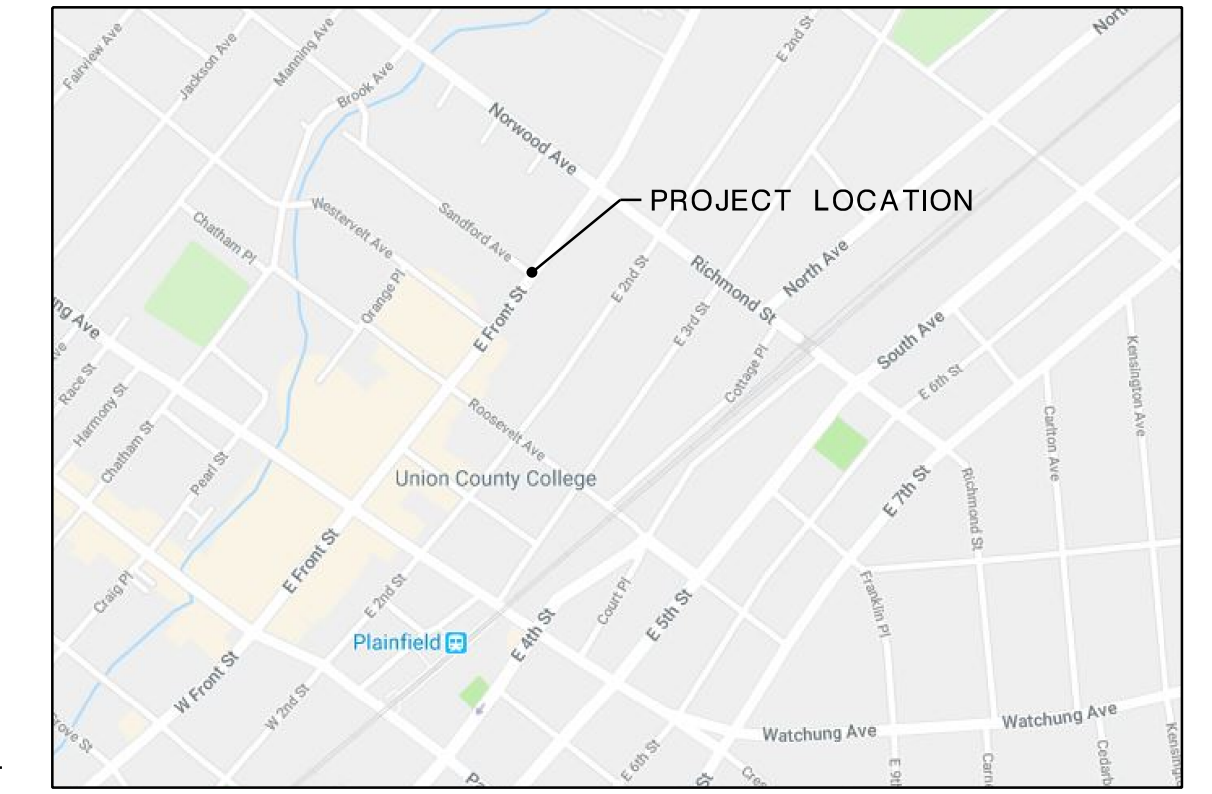
EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

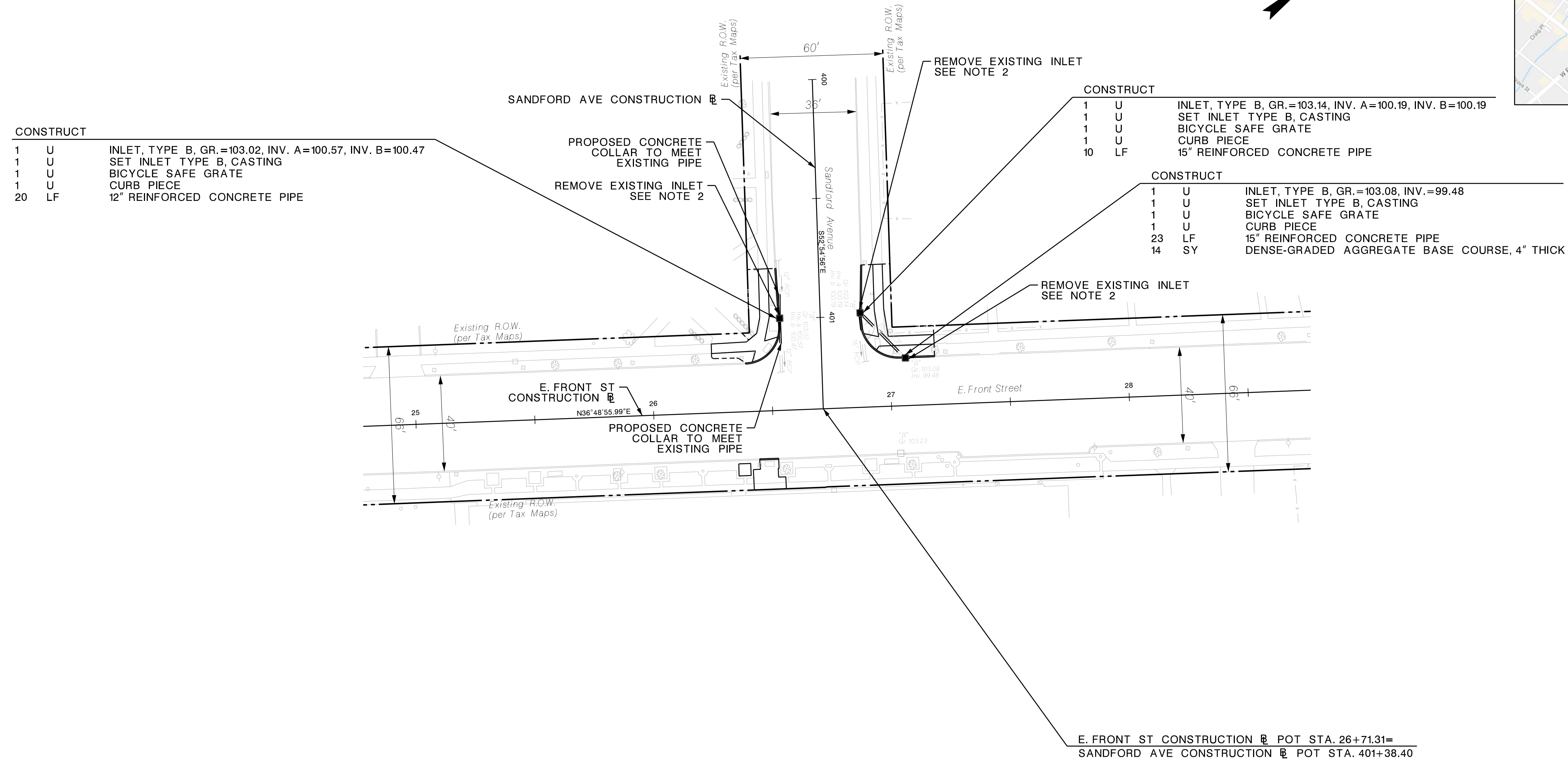
*Aino L. Tootsov*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100





INDEX MAP  
N.T.S.



DR-3  
DR-4

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	14 SY
34	12" REINFORCED CONCRETE PIPE	23 LF
35	15" REINFORCED CONCRETE PIPE	10 LF
36	INLET, TYPE B	3 U
86	SET INLET TYPE B, CASTING	3 U
87	BICYCLE SAFE GRATE	3 U
88	CURB PIECE	3 U

EAST FRONT STREET (CR 620)  
AT SANDFORD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

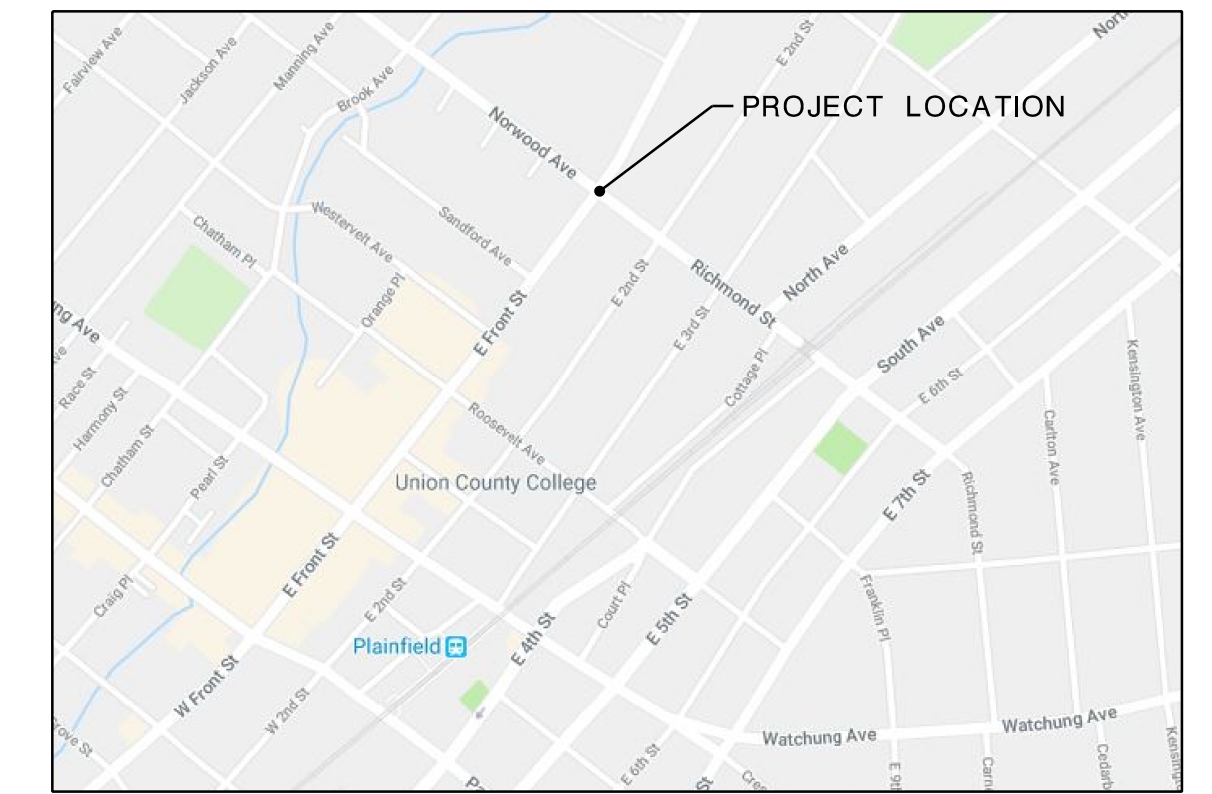
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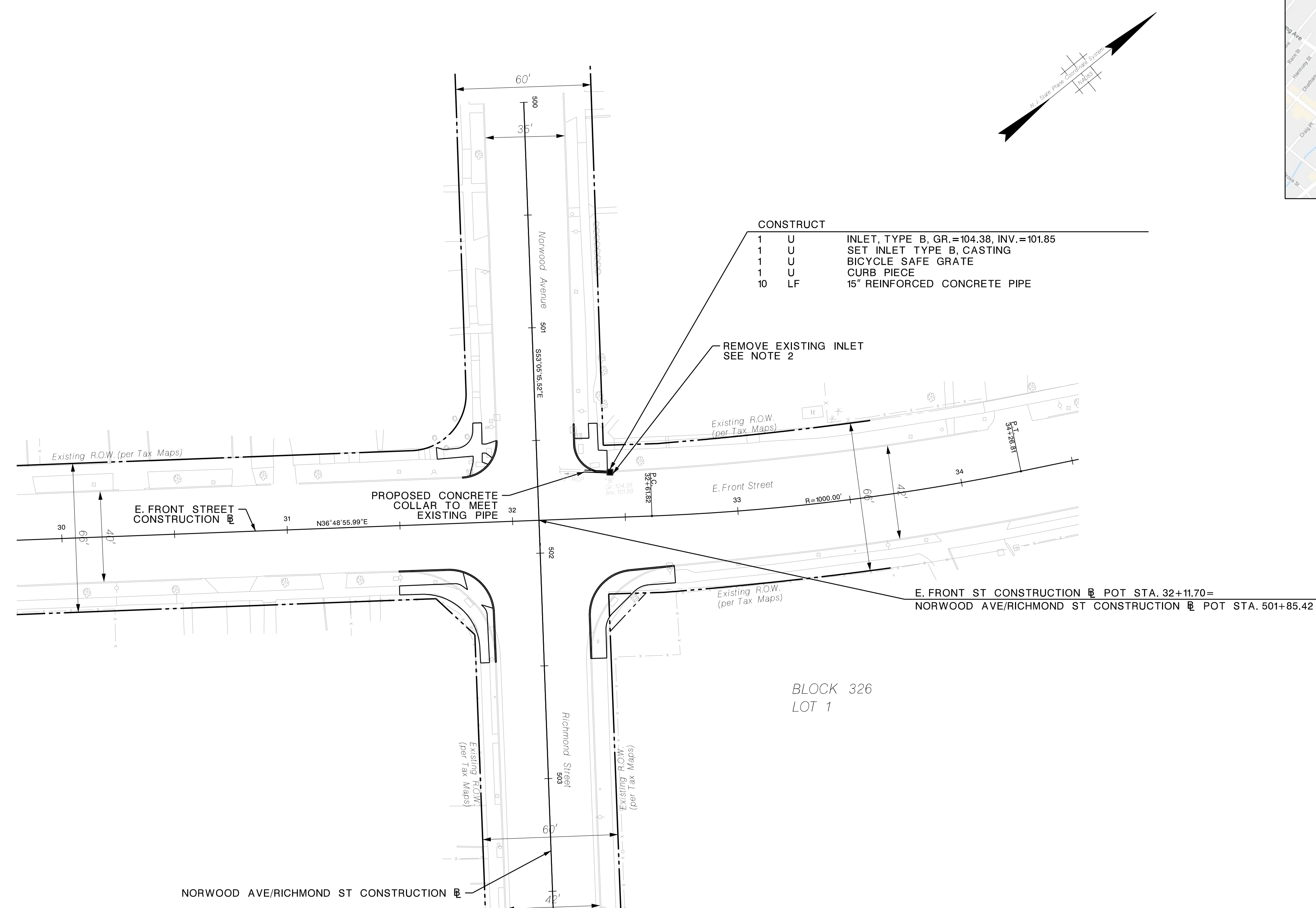
MALICK & SCHERER, P.C.  
*AINO L. TOOTSOV*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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INDEX MAP  
N.T.S.



- CONSTRUCT
- 1 U INLET, TYPE B, GR.=104.38, INV.=101.85
  - 1 U SET INLET TYPE B, CASTING
  - 1 U BICYCLE SAFE GRATE
  - 1 U CURB PIECE
  - 10 LF 15" REINFORCED CONCRETE PIPE

REMOVE EXISTING INLET  
SEE NOTE 2

- NOTES:**
1. PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
  2. REMOVAL OF EXISTING INLET TO BE PAID FOR UNDER CLEARING SITE.
  3. CONTRACTOR TO VERIFY LOCATION/TYPE OF PIPE PRIOR TO PROPOSED WORK.

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
26	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	6 SY
32	HOT MIX ASPHALT 19M64 BASE COURSE, 6" THICK	3 T
36	INLET, TYPE B	1 U
86	SET INLET TYPE B, CASTING	1 U
87	BICYCLE SAFE GRATE	1 U
88	CURB PIECE	1 U



DR-4  
DR-4

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**DRAINAGE PLANS**

**EAST FRONT STREET  
INTERSECTION IMPROVEMENTS**

MALICK & SCHERER, P.C.  
  
 AINO L. TOOTSOV  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

EAST FRONT STREET (CR 620)  
AT RICHMOND STREET/  
NORWOOD AVENUE

project EAST FRONT STREET INTERSECTION IMPROVEMENTS  
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### SOIL EROSION AND SEDIMENT CONTROL NOTES

- THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING 48 HOURS IN ADVANCE OF ANY LAND DISTURBING ACTIVITY.
- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCES, OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 30 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO NJ STATE STANDARDS
- PERMANENT VEGETATION SHALL BE SEEDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCH WILL BE USED FOR PROTECTION UNTIL SEEDING IS ESTABLISHED
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NJ STATE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
- A SUB-BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZE STREETS, ROADS, DRIVEWAYS AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE SUB-BASE SHALL BE INSTALLED WITHIN 15 DAYS OR PRELIMINARY GRADING.
- IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING ALL CRITICAL AREAS SUBJECT TO EROSION (I.E.: STEEP SLOPES, ROADWAY EMBANKMENTS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO THE NJ STATE STANDARDS.
- AT THE TIME WHEN THE SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER, SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT WILL PERMANENTLY ADJUST THE SOIL CONDITIONS AND RENDER IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS, NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.
- ANY CHANGES TO THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN WILL REQUIRE THE SUBMISSION OF REVISED SOIL EROSION AND SEDIMENT CONTROL PLANS TO THE DISTRICT FOR RECERTIFICATION. THE REVISED PLANS MUST MEET ALL CURRENT NJ STATE SOIL EROSION & SEDIMENT CONTROL STANDARDS.
- THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED OF ANY CHANGES IN OWNERSHIP.
- MULCHING TO THE NJ STANDARDS IS REQUIRED FOR OBTAINING A CONDITIONAL REPORT OF COMPLIANCE. CONDITIONALS ARE ONLY ISSUED WHEN THE SEASON PROHIBITS SEEDING.
- CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL ADJACENT ROADS CLEAN DURING LIFE OF CONSTRUCTION PROJECT.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR REMEDIATING ANY EROSION OR SEDIMENT PROBLEMS THAT ARISE AS A RESULT OF ONGOING CONSTRUCTION AT THE REQUEST OF THE SOMERSET-UNION SOIL CONSERVATION DISTRICT.
- HYDRO SEEDING IS A TWO-STEP PROCESS. THE FIRST STEP INCLUDES SEED, FERTILIZER, LIME, ETC., ALONG WITH MINIMAL AMOUNTS OF MULCH TO PROMOTE CONSISTENCY, GOOD SEED TO SOIL CONTACT, AND GIVE A VISUAL INDICATION OF COVERAGE. UPON COMPLETION OF SEEDING OPERATION, HYDROMULCH SHOULD BE APPLIED AT A RATE OF 1500 LBS. PER ACRE IN SECOND STEP. THE USE OF HYDROMULCH, AS OPPOSED TO STRAW, IS LIMITED TO OPTIMUM SEEDING DATES AS LISTED IN THE NJ STANDARDS.
- UNFILTERED DEWATERING IS NOT PERMITTED. NECESSARY PRECAUTIONS MUST BE TAKEN DURING ALL DEWATERING OPERATIONS TO MINIMIZE SOIL TRANSFER. ANY DEWATERING METHODS USED MUST BE IN ACCORDANCE WITH THE STANDARD FOR DEWATERING.

### SOIL RESTORATION NOTES

- ALL PROPOSED DISTURBANCES ARE TO PREVIOUSLY DEVELOPED PORTIONS OF THE METROPOLITAN PLANNING AREA (PA1) AND THEREFORE EXEMPT FROM THE SOIL RESTORATION REQUIREMENTS OF THE STANDARD FOR LAND GRADING.

### ANTICIPATED CONSTRUCTION SEQUENCE

- |  |                                |
|--|--------------------------------|
| 1. INSTALL TEMPORARY EROSION CONTROL MEASURES        | IMMEDIATELY                    |
| 2. CLEARING OF SITE AND GRADING                      | 1 WEEK                         |
| 3. EXCAVATION AND REMOVAL OF PAVEMENT                | 2 WEEKS                        |
| 4. TRAFFIC SIGNAL WORK                               | 10 DAYS                        |
| 5. CONSTRUCTION OF CURB RAMPS                        | 3 WEEKS                        |
| 6. MAINTENANCE OF TEMPORARY EROSION CONTROL MEASURES | CONTINUOUSLY                   |
| 7. PAVEMENT RECONSTRUCTION                           | 1 WEEK                         |
| 8. FINAL SEEDING AND LANDSCAPING                     | 1 WEEK                         |
| 9. REMOVAL OF TEMPORARY SOIL EROSION MEASURES        | ONCE ENTIRE SITE IS STABILIZED |

### SEEDING AND FERTILIZER NOTES

- OPTIMAL SEEDING SEASONS.** SEED FROM MARCH 1 TO MAY 15 AND FROM AUGUST 15 TO OCTOBER 15. WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE, THE RE MAY ALLOW SEEDING AT OTHER TIMES FOR SOIL EROSION AND SEDIMENT CONTROL. NOTIFY THE RE 24 HOURS BEFORE THE SEEDING OPERATION.
- SOIL PREPARATION.** WHEN THE TOPSOIL TO BE SEEDED HAS A PH VALUE OF LESS THAN 5.8, INCORPORATE SUFFICIENT PULVERIZED LIMESTONE TO INCREASE THE SOIL PH VALUE TO 6.5. TEST SOIL FOR APPROPRIATE APPLICATION OF N-P-K IN FERTILIZER IN ACCORDANCE WITH NJ FERTILIZER LAW P.L. 2010, CHAPTER 112. PROVIDE THE TEST RESULTS TO THE RE FOR APPROVAL. RECOMMENDED QUANTITIES OF TOTAL OXIDES (CALCIUM AND MAGNESIUM) TO RAISE THE PH OF A 4 INCH LAYER OF SOIL TO APPROXIMATELY 6.5 AS SPECIFIED IN THE TABLE BELOW.

RECOMMENDED QUANTITIES OF TOTAL OXIDES PER SOIL CLASS (POUNDS PER ACRE)				
SOIL (PH)	LOAMY SAND	SANDY LOAM	LOAM	SILTY LOAM
5.7	300	600	900	1200
5.3 TO 5.6	600	1035	1500	1800
4.9 TO 5.2	900	1500	2100	2400
4.5 TO 4.8	1200	1800	2700	3000
4.1 TO 4.4	1500	2100	3300	3600

ENSURE THAT THE QUANTITY OF PULVERIZED LIMESTONE REQUIRED IS IN PROPORTION TO ITS TOTAL OXIDE CONTENT.

CULTIVATE AREAS TO BE SEEDED TO PROVIDE A REASONABLY FIRM BUT FRIABLE SEEDBED TO A DEPTH OF 3 TO 4 INCHES. ON SLOPES STEEPER THAN 3H:1V, THE RE MAY REDUCE THE DEPTH OF CULTIVATION. REMOVE ALL VEGETATION, STONES 2 INCHES OR LARGER IN ANY DIMENSION, AND OTHER DEBRIS FROM AREAS TO BE SEEDED.

- SEED AND FERTILIZER APPLICATION.** SOW GRASS SEED MIXTURES AT THE RATE OF 200 POUNDS PER ACRE. USE ONLY ONE TYPE OF FERTILIZER TO ESTABLISH TURF THROUGHOUT THE PROJECT LIMITS. AT THE TIME OF SEEDING, APPLY FERTILIZER AT THE PER ACRE RATE IN ACCORDANCE WITH THE NJ FERTILIZER LAW P.L. 2010, CHAPTER 112. WHEN SEEDING TO ESTABLISH TEMPORARY (TYPE F GRASS SEED MIXTURE) OR PERMANENT (TYPE A-3 GRASS SEED MIXTURE) TURF FALLS WITHIN THE PERIOD THAT FERTILIZER IS NOT ALLOWED TO BE APPLIED, APPLY FERTILIZER IN THE NEXT ALLOWABLE PERIOD.

PLACE SEED AND FERTILIZER BY EITHER OF THE FOLLOWING METHODS:

- HYDRAULIC METHOD.** MIX THE SEED AND FERTILIZER IN WATER, AND THEN APPLY UNDER PRESSURE AT THE SPECIFIED RATES. RETREAT ALL AREAS INADEQUATELY COVERED.
- DRY METHOD.** SPREAD FERTILIZER IN DRY FORM SEPARATELY FROM SEED AT THE SPECIFIED RATES BASED ON SOIL TEST RESULTS. USE MECHANICAL SPREADERS TO ACHIEVE EVEN DISTRIBUTION. FOR AREAS INACCESSIBLE TO MECHANICAL SPREADERS, USE HAND-OPERATED SPREADERS. SMOOTH FINISHED SEEDED AREAS TO THE GRADES SHOWN ON THE PLANS.
- MULCHING.** UNIFORMLY SPREAD STRAW MULCH IN 1 TO 1 1/2 INCH LOOSE LAYERS OVER TURF AREAS (APPROXIMATE EQUIVALENT OF 2,500 POUNDS PER ACRE) WITHIN 7 DAYS OF SEEDING. BIND THE MULCH IN PLACE USING ONE OF THE FOLLOWING TACKIFIERS:
  - SYNTHETIC PLASTIC EMULSION.** APPLY SYNTHETIC PLASTIC EMULSION USING HYDRAULIC PRESSURE EQUIPMENT AT A RATE OF 30 GALLONS (264 POUNDS) OF UNDILUTED MATERIAL PER ACRE. DILUTE THE SYNTHETIC PLASTIC EMULSION WITH WATER AT A RATIO OF 1:15. DO NOT APPLY SYNTHETIC PLASTIC EMULSION IN PRECIPITATION OR IN FREEZING WEATHER.
  - VEGETABLE-BASED GELS.** MIX VEGETABLE-BASED GELS WITH WATER, AND APPLY USING HYDRAULIC PRESSURE EQUIPMENT. APPLY VEGETABLE-BASED GELS AS RECOMMENDED BY THE MANUFACTURER, EXCEPT THOROUGHLY MIX AT LEAST 40 POUNDS OF THE DRY MATERIAL WITH 750 GALLONS OF WATER PER ACRE. DO NOT APPLY VEGETABLE-BASED GELS IN PRECIPITATION OR IN FREEZING WEATHER.

WHEN IMMEDIATE PROTECTION OF NEWLY GRADED SLOPES IS NECESSARY AT TIMES OTHER THAN DURING OPTIMUM SEEDING SEASONS, APPLY STRAW MULCH WITH A TEMPORARY SEED MIXTURE.

LEAVE STRAW MULCH IN PLACE AND ALLOW TO DISINTEGRATE. IF STRAW MULCH IS DISPLACED BEFORE THE GRASS REACHES A HEIGHT OF 1 1/2 INCHES, REFERTILIZE, RESEED, AND REMULCH THE AREA.

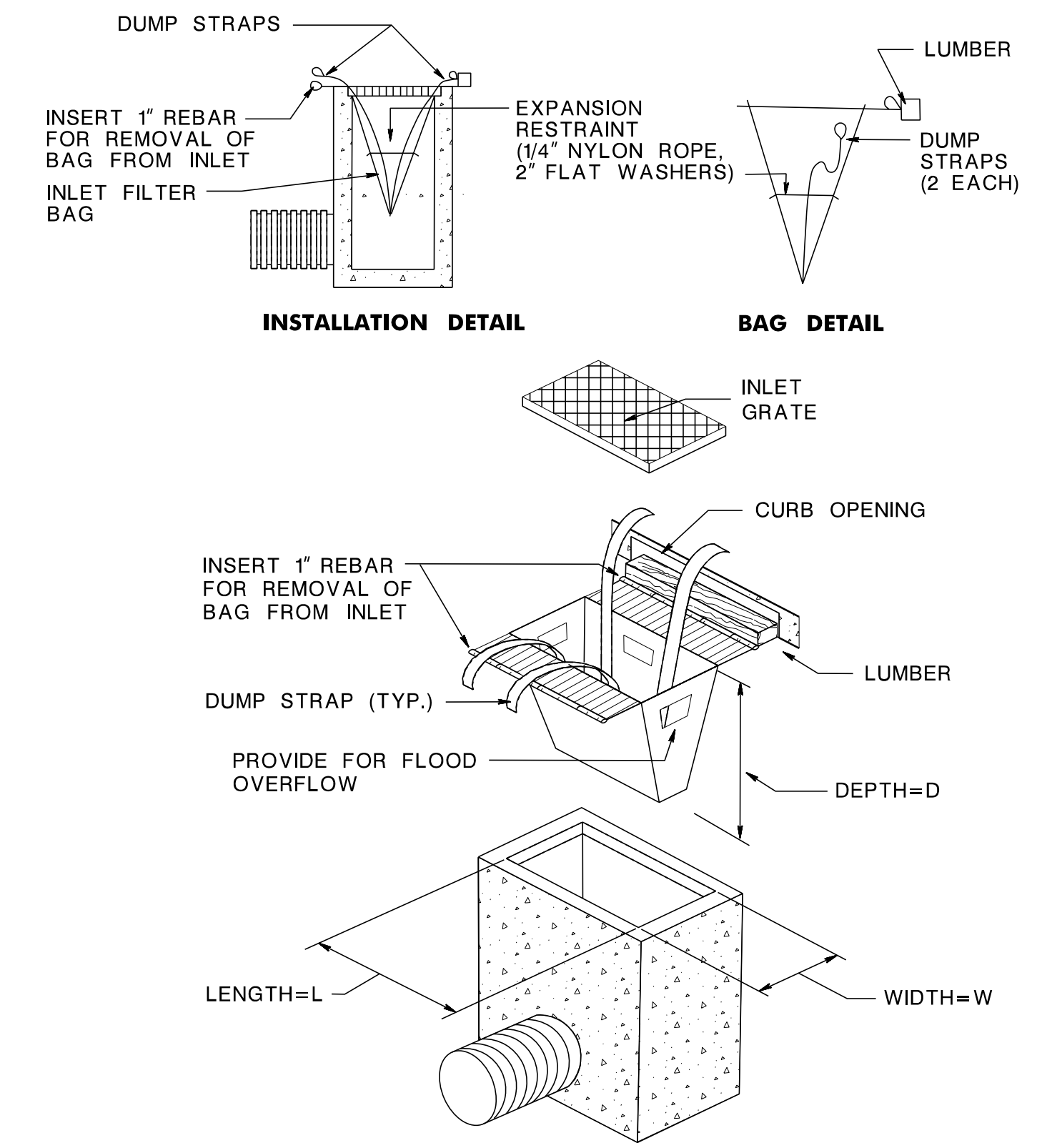
- TURF ESTABLISHMENT.** PROTECT AND MAINTAIN SEEDED AREAS. REPAIR DAMAGE TO SEEDED AREAS CAUSED BY PEDESTRIAN OR VEHICULAR TRAFFIC OR OTHER CAUSES.

APPLY A SECOND APPLICATION OF FERTILIZER APPROXIMATELY 6 MONTHS AFTER THE INITIAL APPLICATION IN ACCORDANCE WITH THE NJ FERTILIZER LAW P.L. 2010, CHAPTER 112.

ENSURE A TOTAL GRASS COVERAGE OF 95 PERCENT WEED FREE AND CONTAINING PLANTS IN PROPORTION TO THE VARIOUS KINDS OF SEED IN THE GRASS SEED MIXTURE WITH NO BARE AREAS LARGER THAN 25 SQUARE FEET. IF A STAND OF GRASS DOES NOT MEET THIS CRITERIA, MOW UNACCEPTABLE GRASS AND WEEDS TO A HEIGHT OF 2 INCHES, REMOVE UNACCEPTABLE CUT VEGETATION, PREPARE A VIABLE SEED BED, REFERTILIZE, RESEED, AND REMULCH UNTIL A SATISFACTORY STAND OF GRASS IS ESTABLISHED.

TYPE A-3 GRASS SEED MIXTURE			
KIND OF SEED	MINIMUM PURITY,	MINIMUM GERMINATION,	PERCENT OF TOTAL WEIGHT OF MIXTURE
	PERCENT	PERCENT	
TALL FESCUE	95	80	60
KENTUCKY BLUEGRASS	85	75	10
CHEWING OR HARD FESCUE	95	85	20
PERENNIAL RYEGRASS	98	85	10

TYPE F GRASS SEED MIXTURE		
KIND OF SEED	MINIMUM PURITY, PERCENT	MINIMUM GERMINATION, PERCENT
PERENNIAL RYEGRASS	95	90



INLET FILTERS, TYPE 2

SE-1  
SE-5

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## SOIL EROSION AND SEDIMENT CONTROL PLANS

EAST FRONT STREET INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*AINO L. TOOTSOV*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

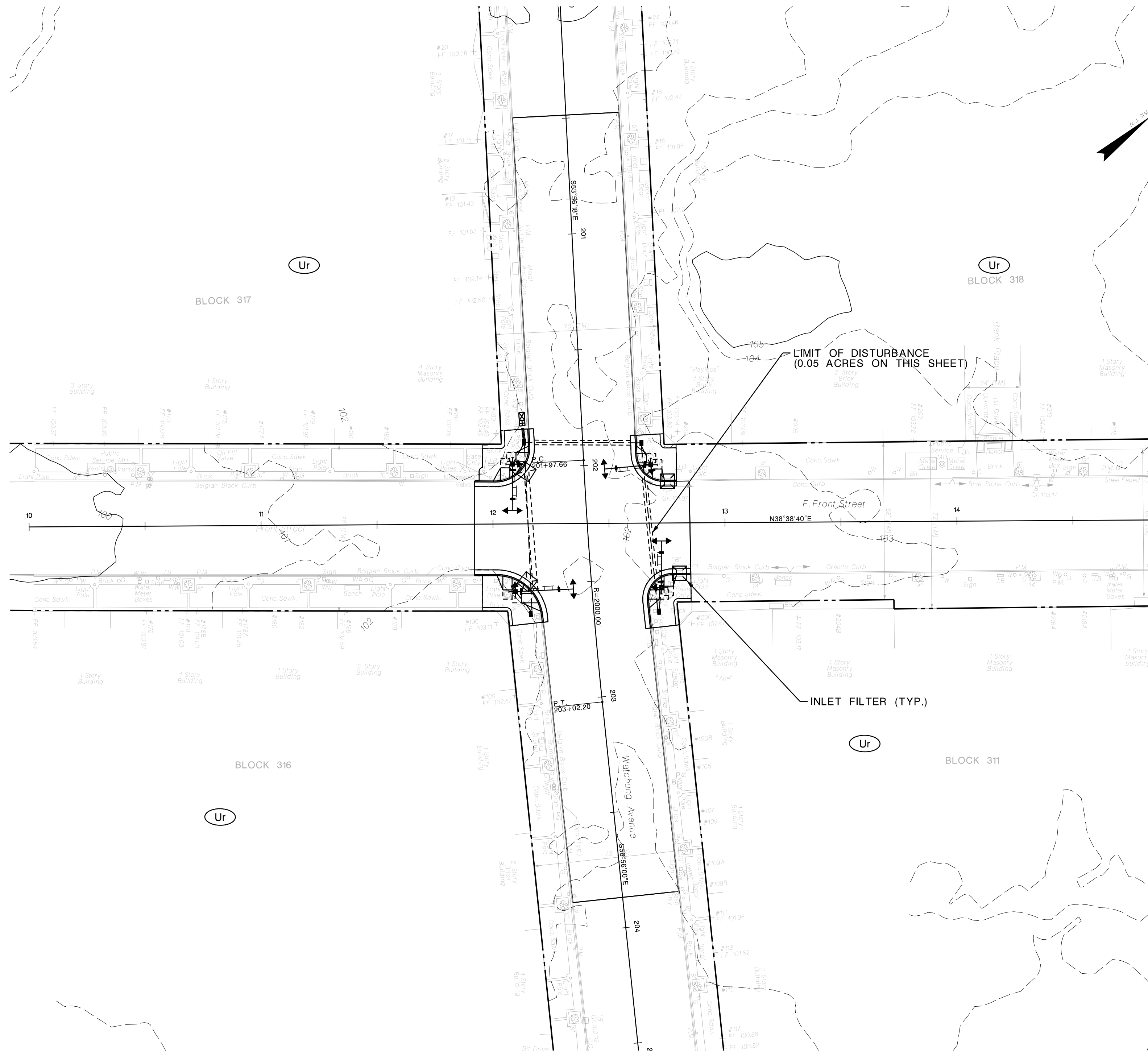
**LEGEND**

- 105— EXISTING MAJOR CONTOUR
- 104— EXISTING MINOR CONTOUR
- - - - SOIL BOUNDARY
- Ur SOIL TYPE
- ☐ PROPOSED INLET FILTER
- - - - PROPOSED LIMIT OF DISTURBANCE (0.18 AC PROJECT TOTAL)

<b>SOIL TYPE LABEL</b>	<b>SOIL TYPE NAME</b>
Ur	URBAN LAND

**NOTES:**

1. FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-1.
2. PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
3. EXISTING CONTOURS SHOWN ARE BASED ON AVAILABLE GIS DATA AND ARE SHOWN FOR REFERENCE ONLY.
4. FOR DETAILED PROPOSED GRADING SEE CURB RAMP LAYOUT DETAILS ADA-1.



SE-2  
SE-5

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
6	INLET FILTER TYPE 2, 2' X 4'	4 U

EAST FRONT STREET (CR 620)  
AT WATCHUNG AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**SOIL EROSION AND  
SEDIMENT CONTROL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

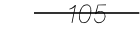
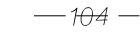



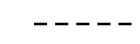
MALICK & SCHERER, P.C.

*AINO L. TOOTSOV*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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62

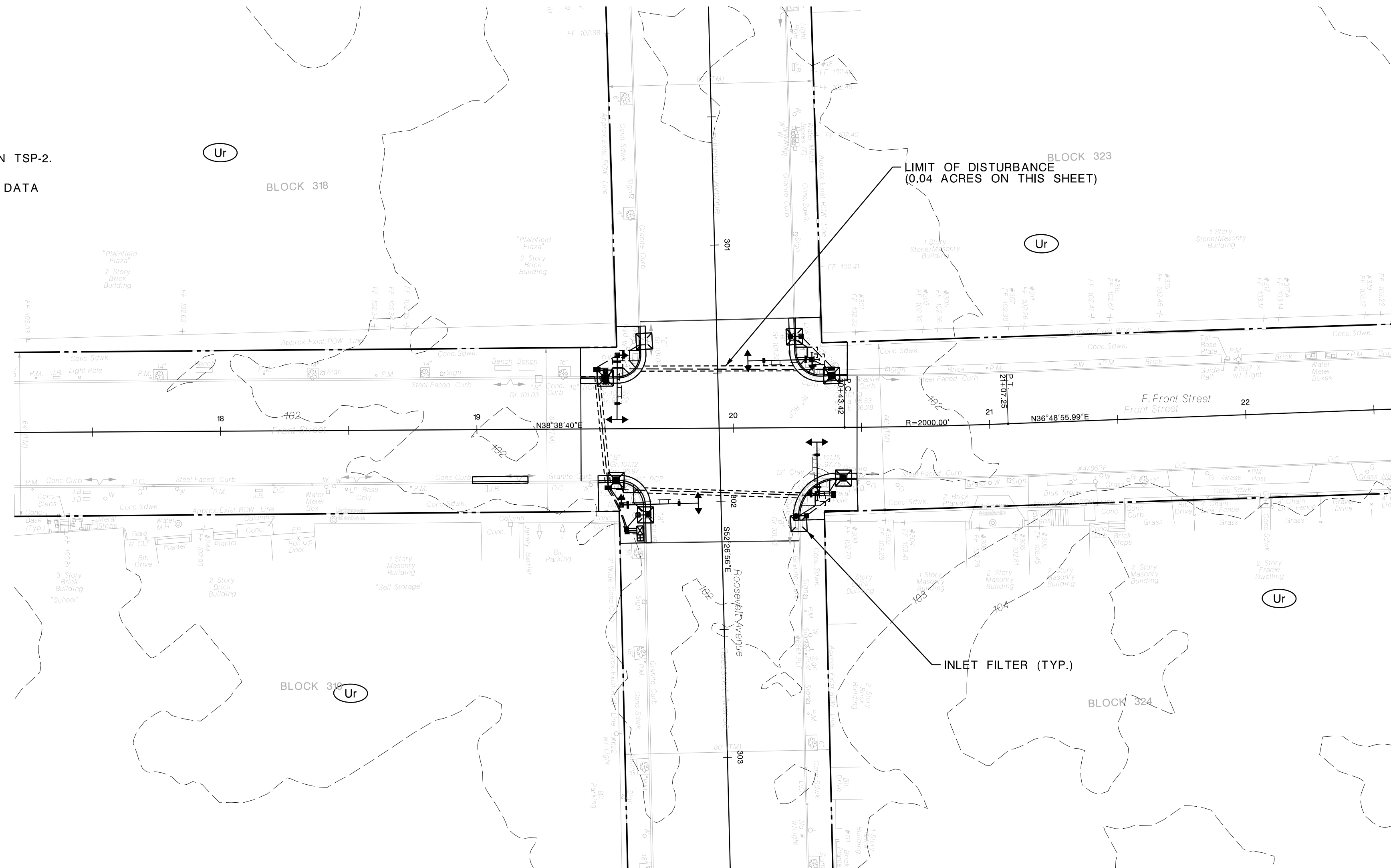
**LEGEND**

-  EXISTING MAJOR CONTOUR
-  EXISTING MINOR CONTOUR
-  SOIL BOUNDARY
-  SOIL TYPE
-  PROPOSED INLET FILTER
-  PROPOSED LIMIT OF DISTURBANCE (0.18 AC PROJECT TOTAL)

SOIL TYPE LABEL	SOIL TYPE NAME
UR	URBAN LAND

**NOTES:**

1. FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-2.
2. PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
3. EXISTING CONTOURS SHOWN ARE BASED ON AVAILABLE GIS DATA AND ARE SHOWN FOR REFERENCE ONLY.
4. FOR DETAILED PROPOSED GRADING SEE CURB RAMP LAYOUT DETAILS ADA-2.



SE-3  
SE-5

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
6	INLET FILTER TYPE 2, 2' X 4'	8 U

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**SOIL EROSION AND  
SEDIMENT CONTROL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

EAST FRONT STREET (CR 620)  
AT ROOSEVELT AVENUE

MALICK & SCHERER, P.C.

*Aino L. Tootsov*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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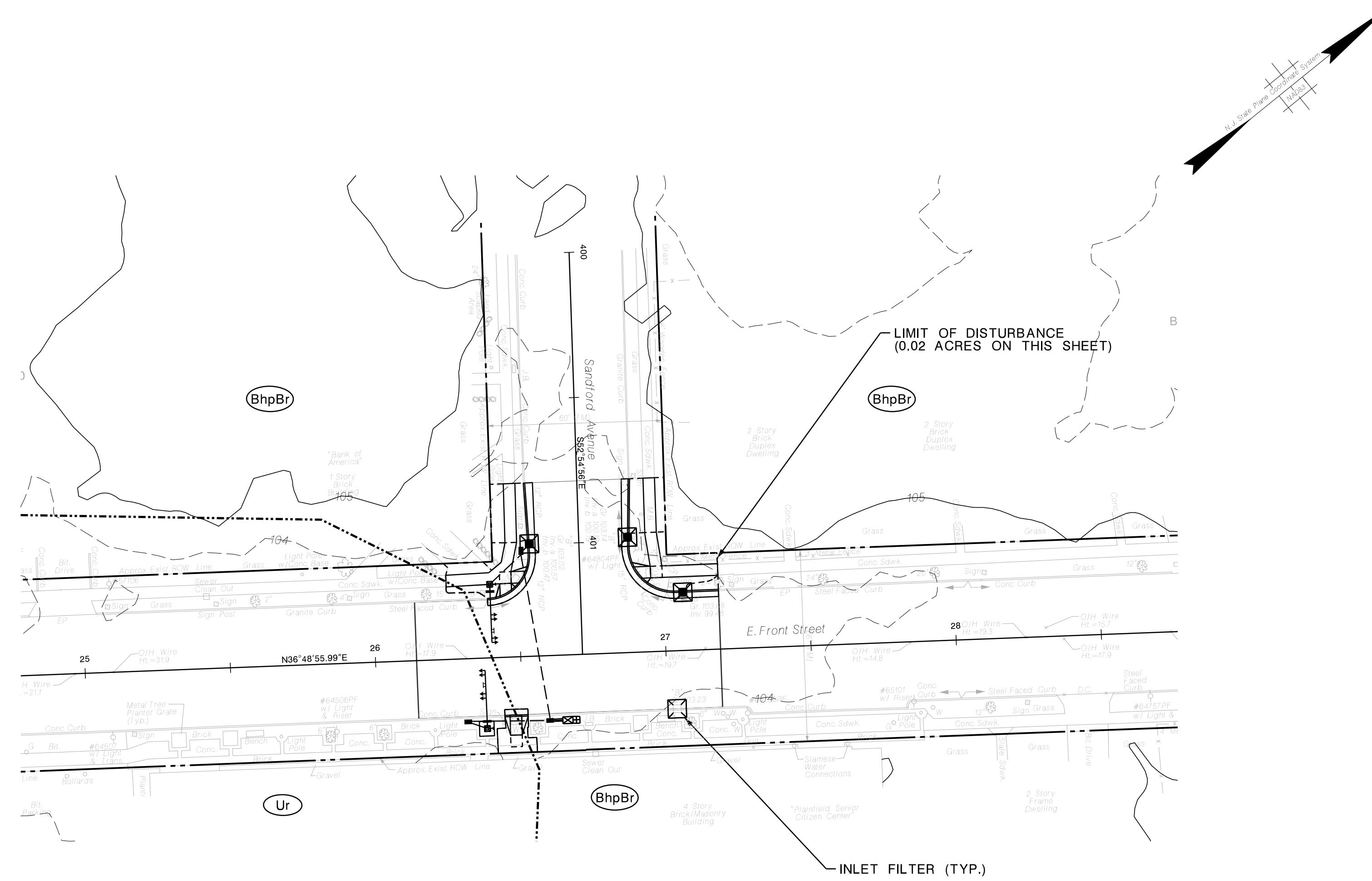
**LEGEND**

- 105— EXISTING MAJOR CONTOUR
- 104— EXISTING MINOR CONTOUR
- - - - - SOIL BOUNDARY
- Ur SOIL TYPE
- ☒ PROPOSED INLET FILTER
- - - - - PROPOSED LIMIT OF DISTURBANCE (0.18 AC PROJECT TOTAL)

SOIL TYPE LABEL	SOIL TYPE NAME
UR	URBAN LAND
BhpBr	BIRDSBORO - URBAN LAND COMPLEX (0-6%)

**NOTES:**

1. FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-3.
2. PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
3. EXISTING CONTOURS SHOWN ARE BASED ON AVAILABLE GIS DATA AND ARE SHOWN FOR REFERENCE ONLY.
4. FOR DETAILED PROPOSED GRADING SEE CURB RAMP LAYOUT DETAILS ADA-3.



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
6	INLET FILTER TYPE 2, 2' X 4'	4 U

EAST FRONT STREET (CR 620)  
AT SANDFORD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**SOIL EROSION AND  
SEDIMENT CONTROL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

*Aino L. Tootsov*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

SE-4  
SE-5

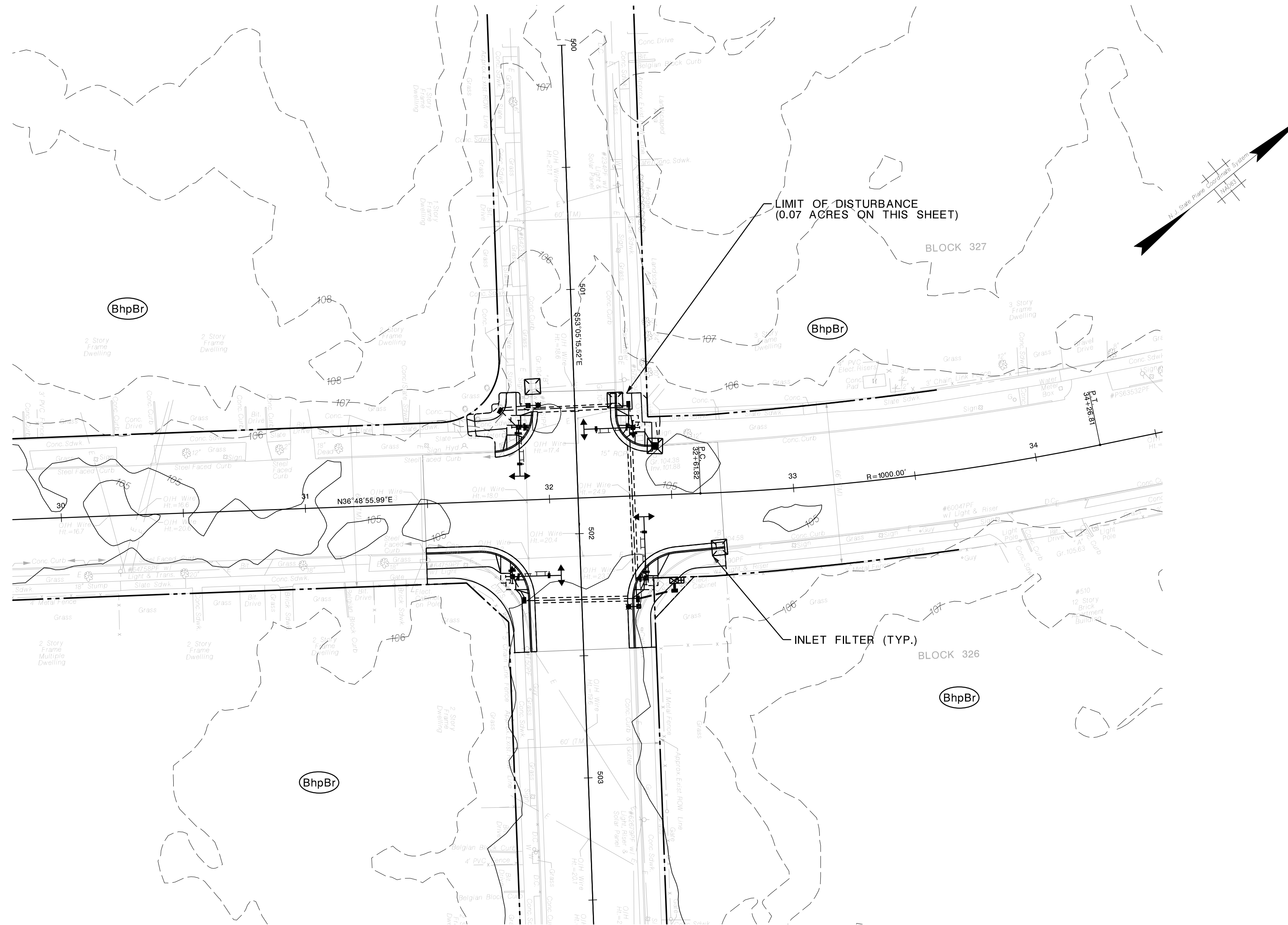
**LEGEND**

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SOIL BOUNDARY
- SOIL TYPE
- PROPOSED INLET FILTER
- PROPOSED LIMIT OF DISTURBANCE (0.18 AC PROJECT TOTAL)

SOIL TYPE LABEL	SOIL TYPE NAME
BhpBr	BIRDSBORO - URBAN LAND COMPLEX (0-6%)

**NOTES:**

- FOR TRAFFIC SIGNAL INFORMATION, SEE TRAFFIC SIGNAL PLAN TSP-4.
- PROTECT ALL DRAINAGE SYSTEM INLETS FROM SILTATION.
- EXISTING CONTOURS SHOWN ARE BASED ON AVAILABLE GIS DATA AND ARE SHOWN FOR REFERENCE ONLY.
- FOR DETAILED PROPOSED GRADING SEE CURB RAMP LAYOUT DETAILS ADA-4.



SE-5  
SE-5

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
6	INLET FILTER TYPE 2, 2' X 4'	4 U

EAST FRONT STREET (CR 620)  
AT RICHMOND STREET/  
NORWOOD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**SOIL EROSION AND  
SEDIMENT CONTROL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

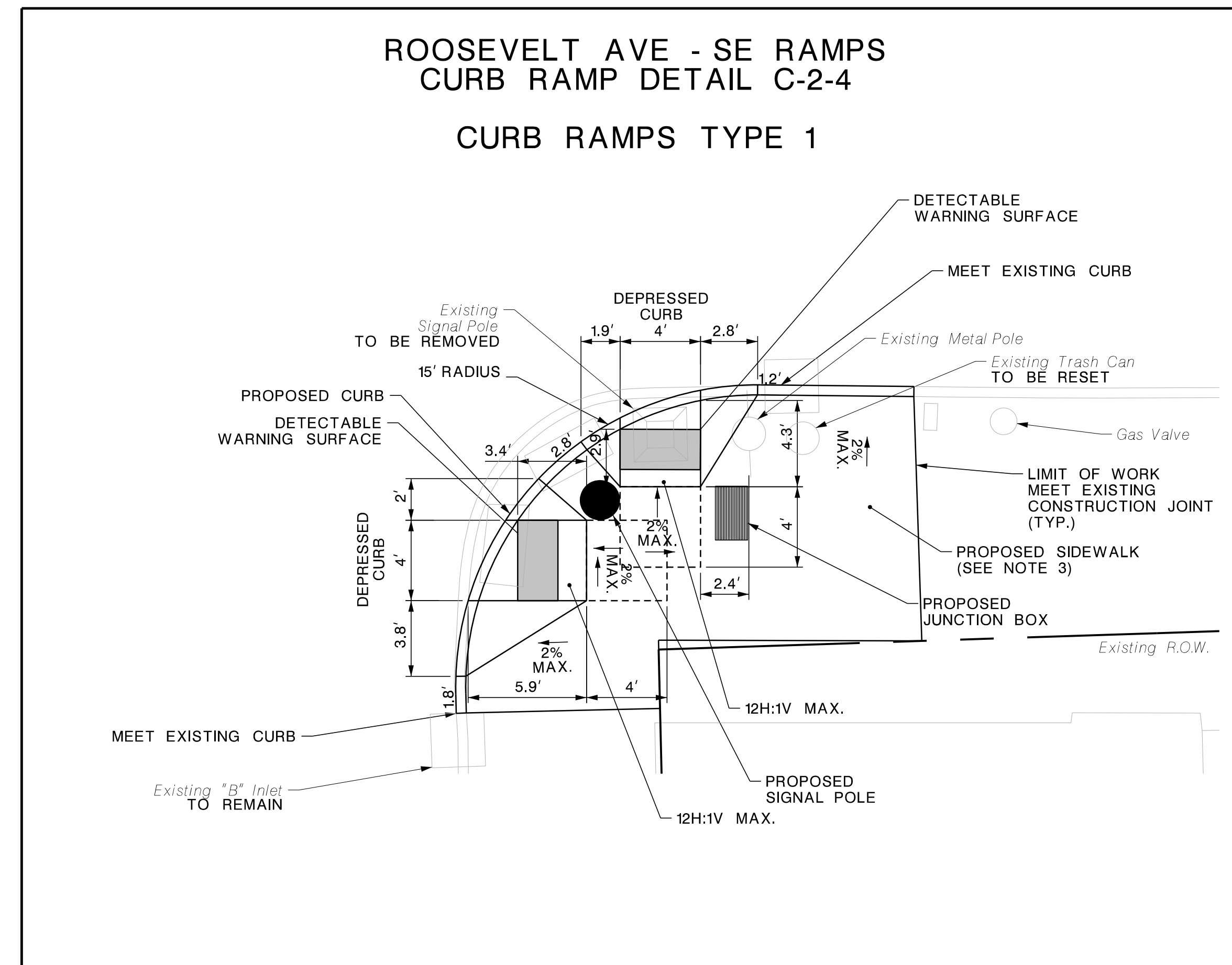
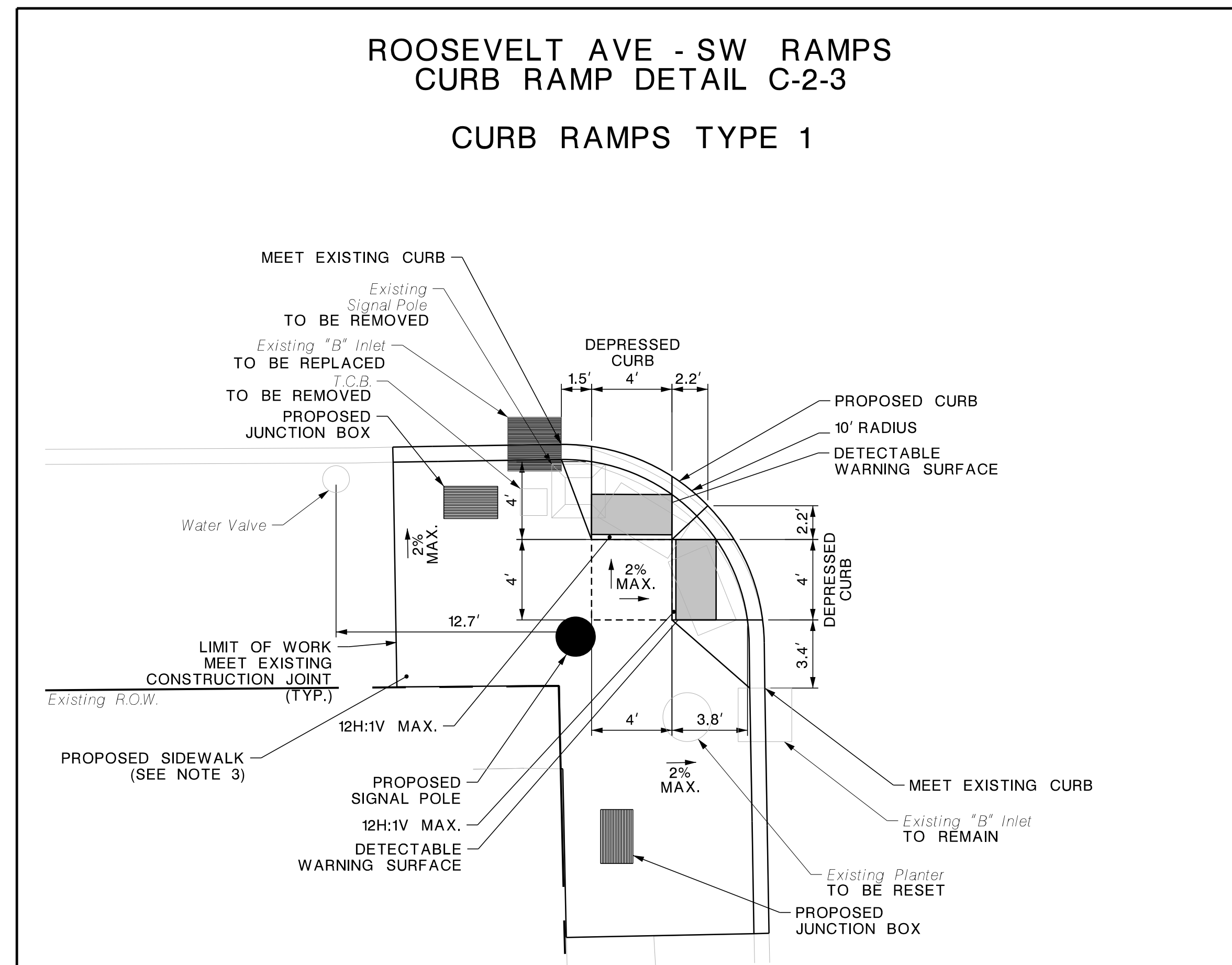
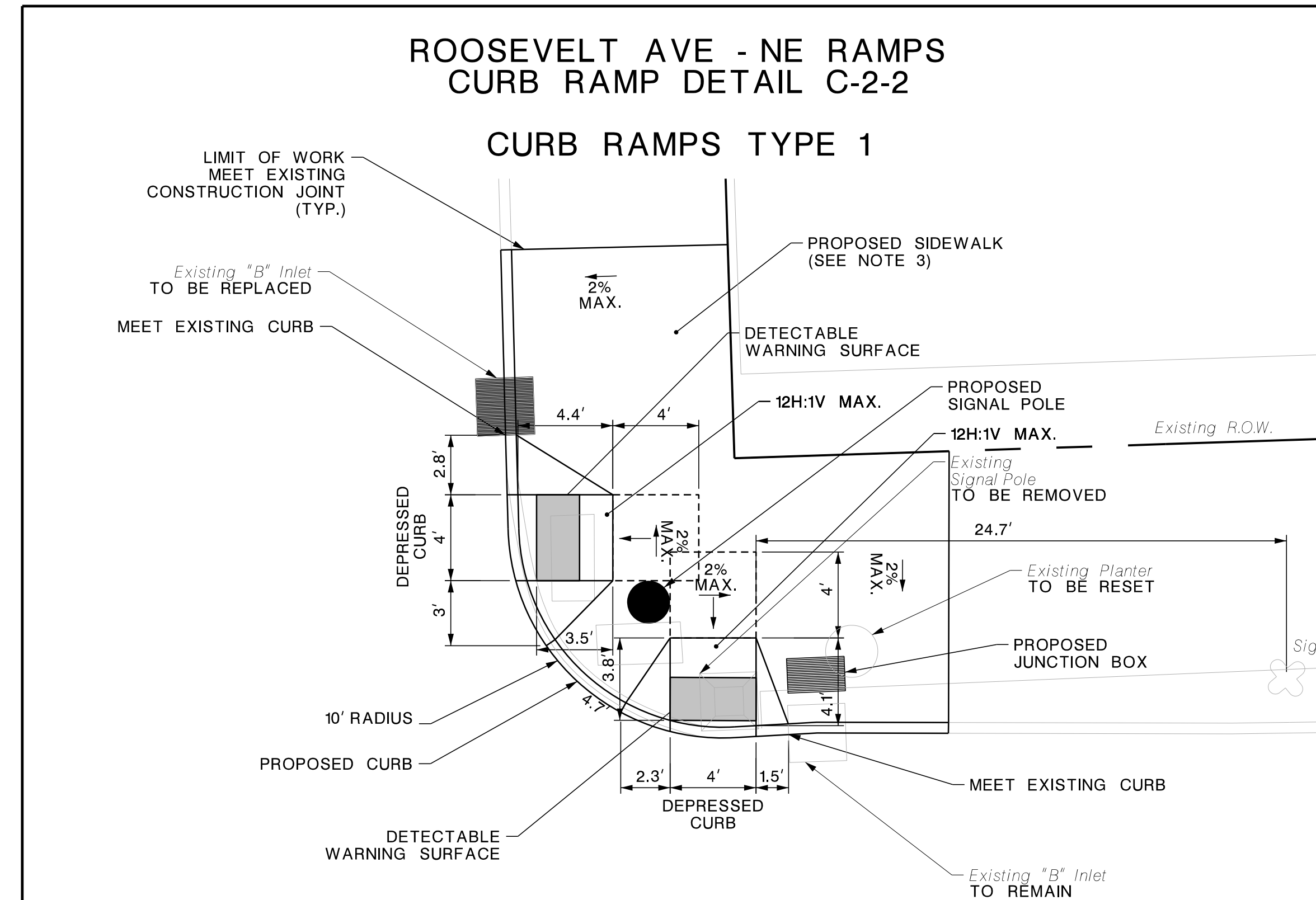
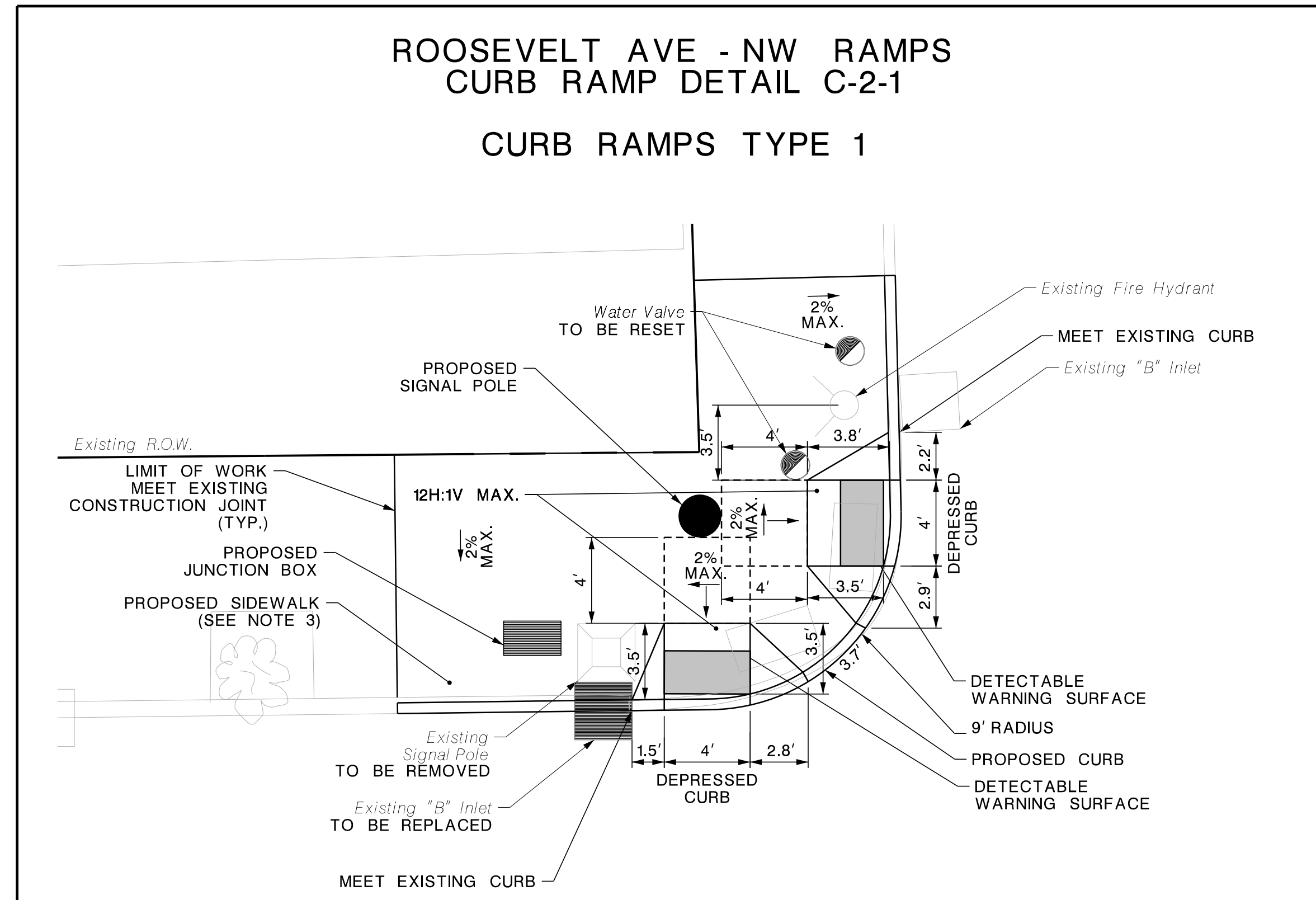
*AINO L. TOOTSOV*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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62







- NOTES:**
- CURB RAMPS ARE DRAWN TO SCALE BUT FINAL DIMENSIONS OF CURB RAMPS LENGTHS FOR RUNNING SLOPE (I.E. 12:1) AND TRANSITIONS (I.E. 10:1) WILL BE DETERMINED BY FIELD MEASUREMENTS DURING CONSTRUCTION.
  - ALL TRUNCATED DOMES OF DETECTABLE WARNING SURFACES ARE TO BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL.
  - ALL PROPOSED SIDEWALK TO HAVE A MAXIMUM 2% CROSS SLOPE.



ADA-2  
ADA-4

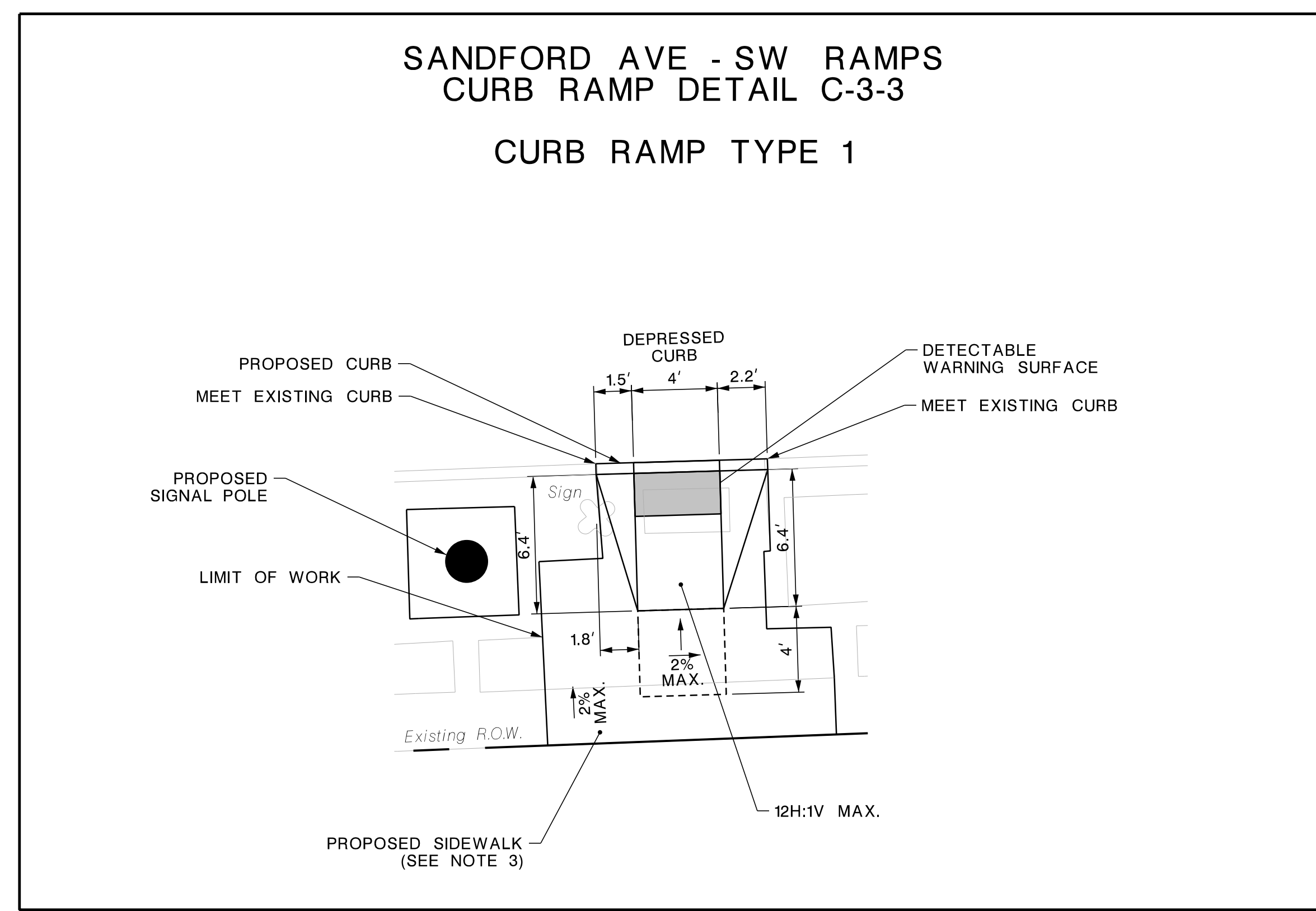
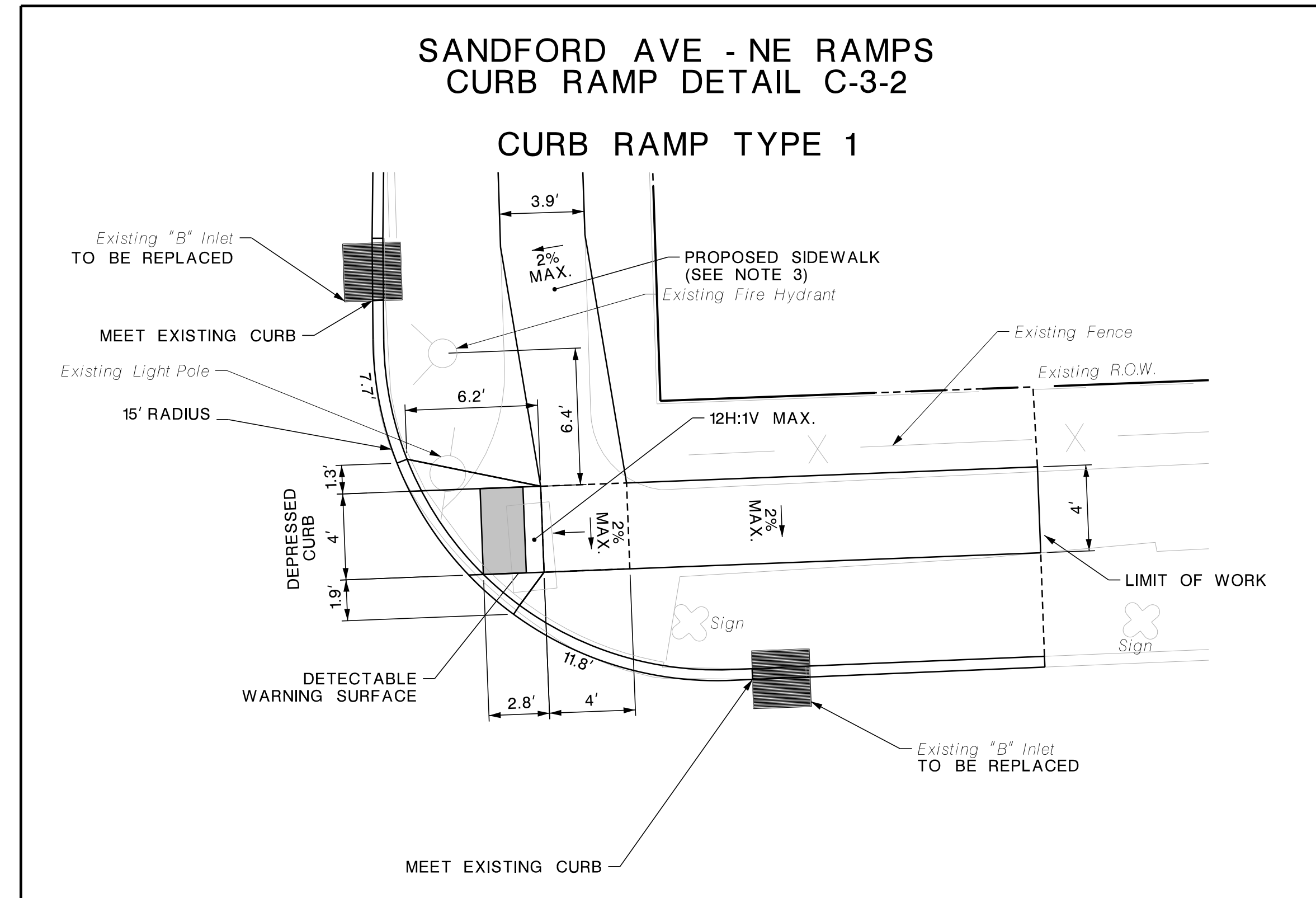
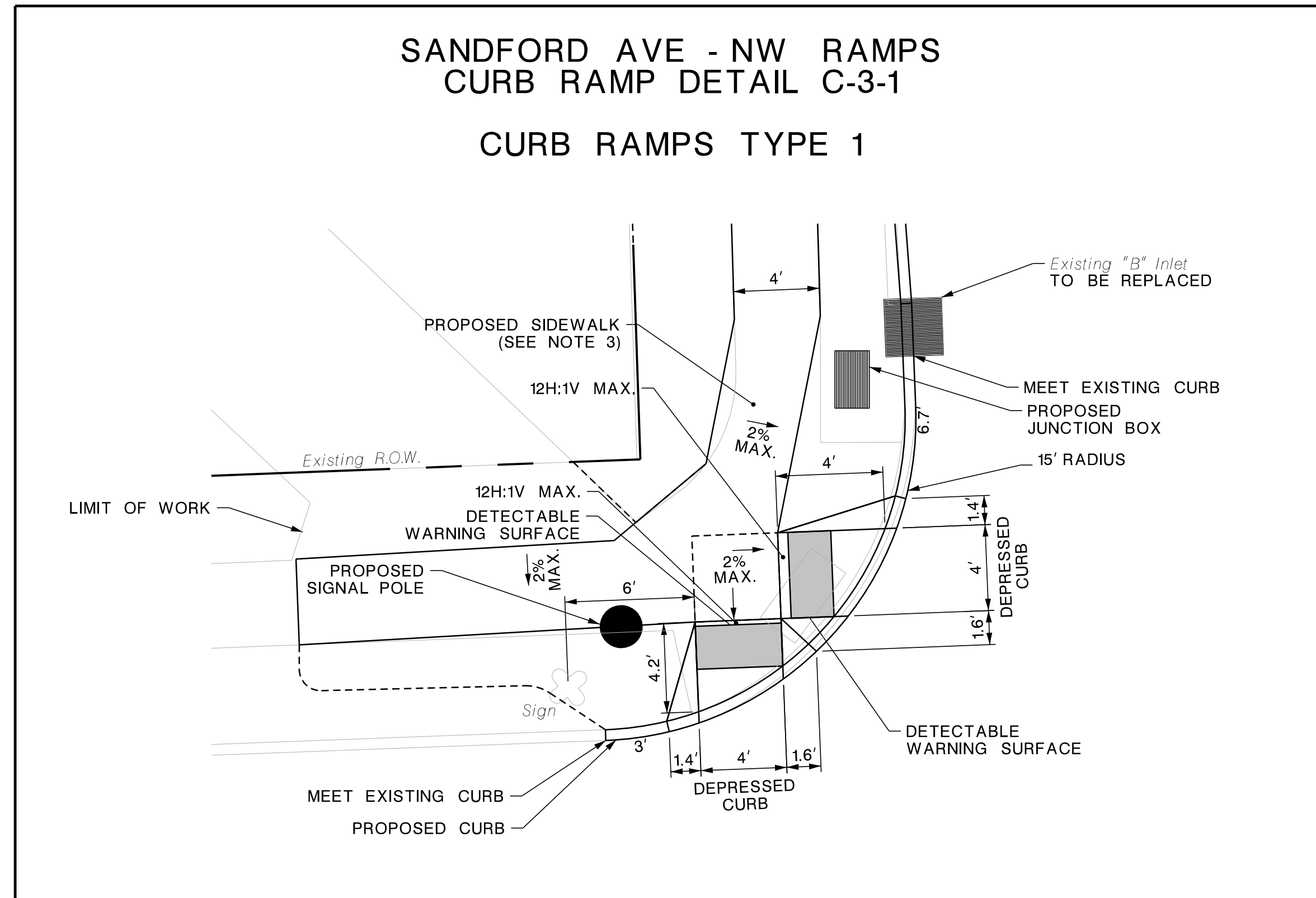
COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## CURB RAMP LAYOUT DETAILS

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
  
 AINO L. TOOTSOV  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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- NOTES:
- CURB RAMPS ARE DRAWN TO SCALE BUT FINAL DIMENSIONS OF CURB RAMPS LENGTHS FOR RUNNING SLOPE (I.E. 12:1) AND TRANSITIONS (I.E. 10:1) WILL BE DETERMINED BY FIELD MEASUREMENTS DURING CONSTRUCTION.
  - ALL TRUNCATED DOMES OF DETECTABLE WARNING SURFACES ARE TO BE ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL.
  - ALL PROPOSED SIDEWALK TO HAVE A MAXIMUM 2% CROSS SLOPE.



ADA-3  
ADA-4

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## CURB RAMP LAYOUT DETAILS

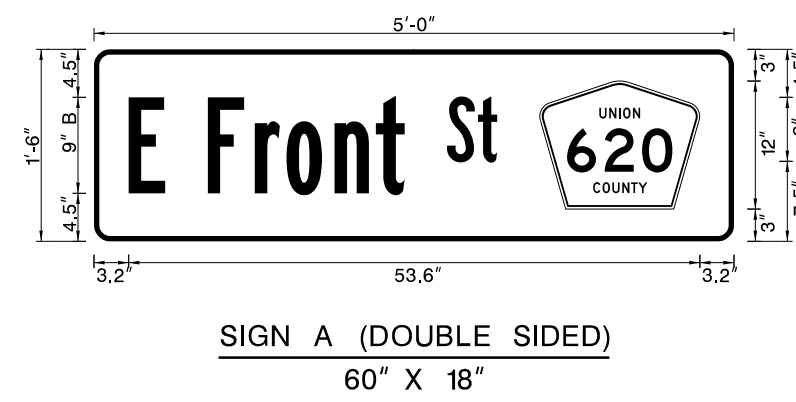
EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

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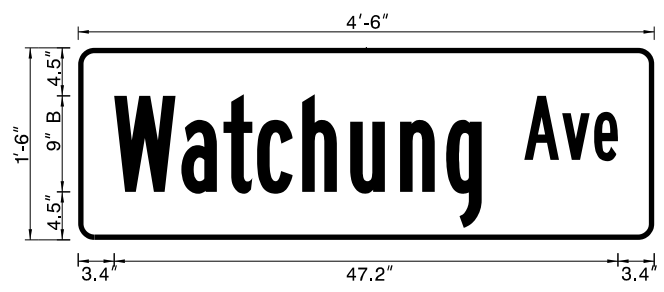
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**MAST ARM SIGN LEGEND**

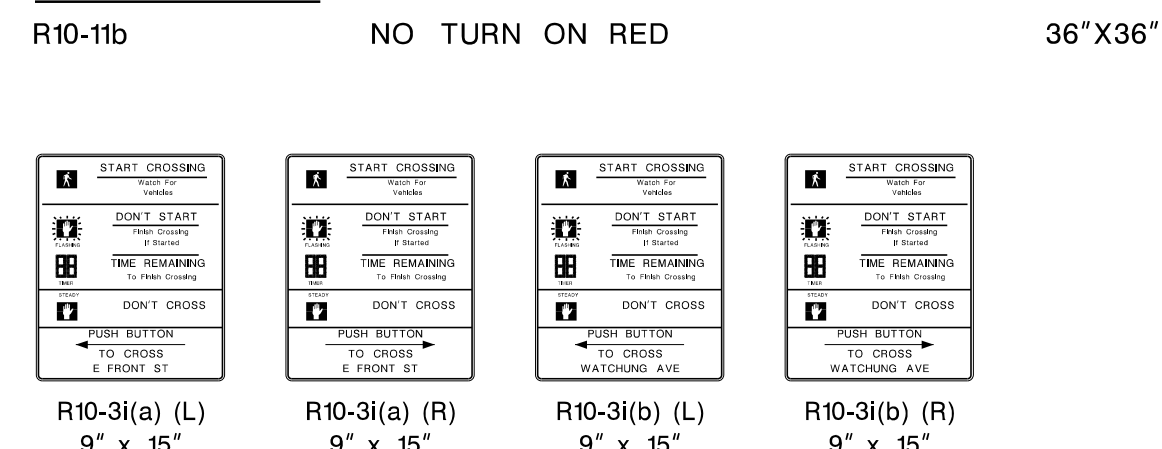


BACKGROUND: GREEN  
LEGEND: WHITE  
BORDER RADIUS: 1.5"  
BORDER WIDTH: 0.5"

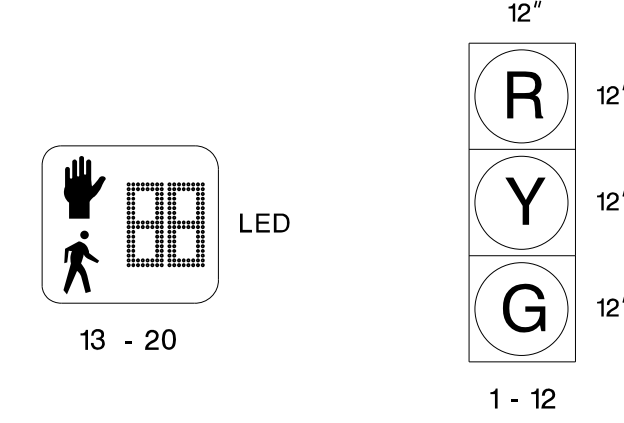
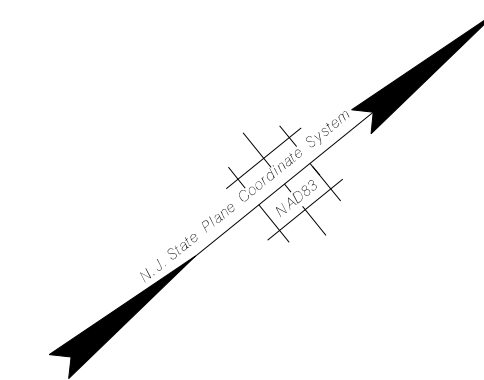
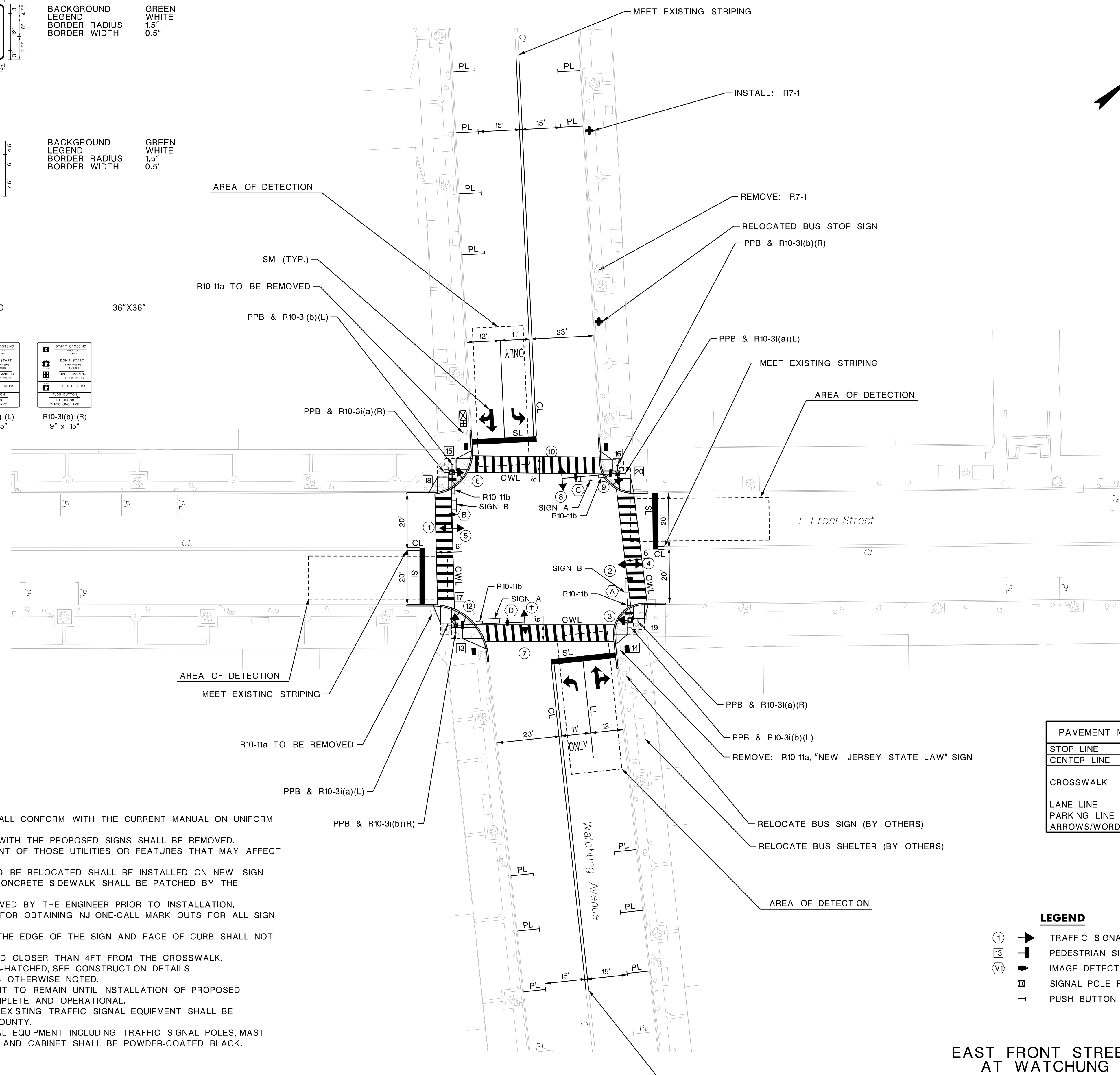


BACKGROUND: GREEN  
LEGEND: WHITE  
BORDER RADIUS: 1.5"  
BORDER WIDTH: 0.5"

**SIGN LEGEND**



- NOTE:**
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - ANY EXISTING SIGNS IN CONFLICT WITH THE PROPOSED SIGNS SHALL BE REMOVED.
  - SIGNS SHALL BE INSTALLED IN FRONT OF THOSE UTILITIES OR FEATURES THAT MAY AFFECT SIGN VISIBILITY.
  - ANY SIGNS THAT ARE REQUIRED TO BE RELOCATED SHALL BE INSTALLED ON NEW SIGN POSTS, ANY REMAINING HOLES IN CONCRETE SIDEWALK SHALL BE PATCHED BY THE CONTRACTOR.
  - STRIPING LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
  - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NJ ONE-CALL MARK OUTS FOR ALL SIGN INSTALLATIONS.
  - THE LATERAL DISTANCE BETWEEN THE EDGE OF THE SIGN AND FACE OF CURB SHALL NOT BE LESS THAN 1 FOOT.
  - STOP LINE SHALL NOT BE INSTALLED CLOSER THAN 4 FT FROM THE CROSSWALK.
  - ALL CROSSWALKS SHALL BE CROSS-HATCHED, SEE CONSTRUCTION DETAILS.
  - EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED.
  - EXISTING TRAFFIC SIGNAL EQUIPMENT TO REMAIN UNTIL INSTALLATION OF PROPOSED TRAFFIC SIGNAL EQUIPMENT IS COMPLETE AND OPERATIONAL.
  - UPON APPROVAL OF ENGINEER ALL EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED - DELIVERED TO UNION COUNTY.
  - ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.



- NOTE:**
- TRAFFIC SIGNAL HEADS 3,6,9 & 12 ARE TO BE CLAMP-MOUNTED AT A HEIGHT OF 12 FEET.
  - BACK PLATES SHALL BE INSTALLED ON ALL MAST ARM MOUNTED SIGNAL HEADS.

DESIGNATION	SIZE	DESCRIPTION	QUANTITY
R7-1	18" X 12"	NO PARKING ANY TIME	1

PAVEMENT MARKING	DESCRIPTION	LEGEND	QUANTITY
STOP LINE	24" WIDE SOLID WHITE	SL	88 LF
CENTER LINE	2 - 4" WIDE SOLID YELLOW, 10" O.C.	CL	528 LF
CROSSWALK	8" WIDE SOLID WHITE LINES	CWL (8")	548 LF
	CROSSWALK HATCHING TO BE 12" WIDE WHITE LINES, 3' O.C. IN DIRECTION OF TRAFFIC	CWL (12")	336 LF
LANE LINE	8" WIDE SOLID WHITE	LL	70 LF
PARKING LINE	8" WIDE SOLID WHITE	PL	120 LF
ARROWS/WORDS	TRAFFIC MARKING, SYMBOL	SM	110 SF

- LEGEND**
- TRAFFIC SIGNAL HEAD
  - PEDESTRIAN SIGNAL HEAD
  - IMAGE DETECTOR
  - SIGNAL POLE FOUNDATION
  - PUSH BUTTON



**EAST FRONT STREET (CR 620)  
AT WATCHUNG AVENUE**

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

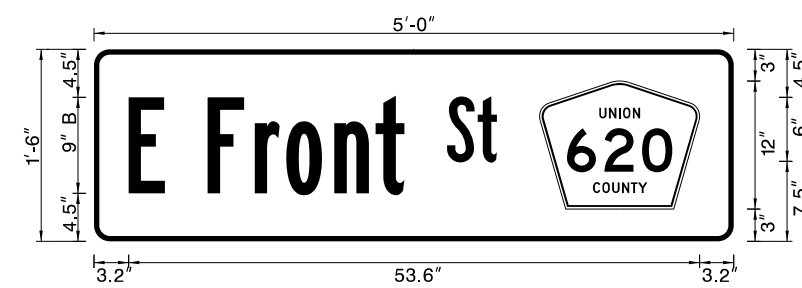
**TRAFFIC SIGNAL, SIGNING  
AND STRIPING PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*Malick Scherer*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

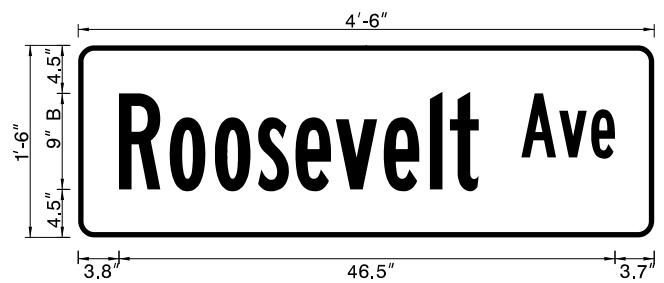
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**MAST ARM SIGN LEGEND**



BACKGROUND GREEN  
 LEGEND WHITE  
 BORDER RADIUS 1.5"  
 BORDER WIDTH 0.5"

SIGN A (DOUBLE SIDED)  
 60" X 18"

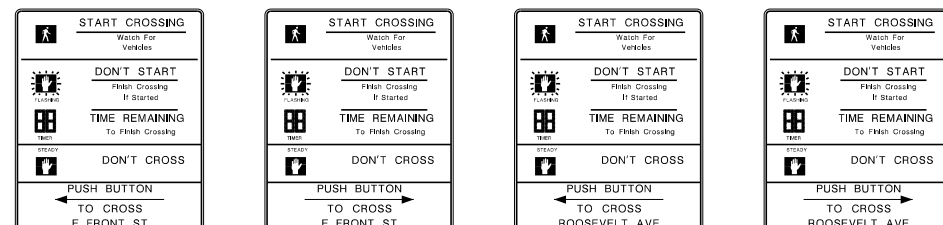


BACKGROUND GREEN  
 LEGEND WHITE  
 BORDER RADIUS 1.5"  
 BORDER WIDTH 0.5"

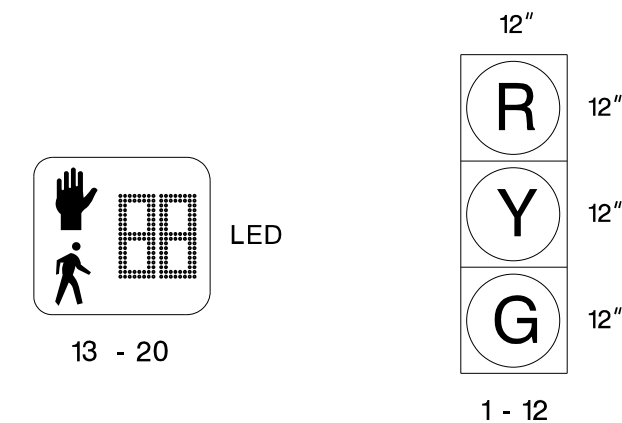
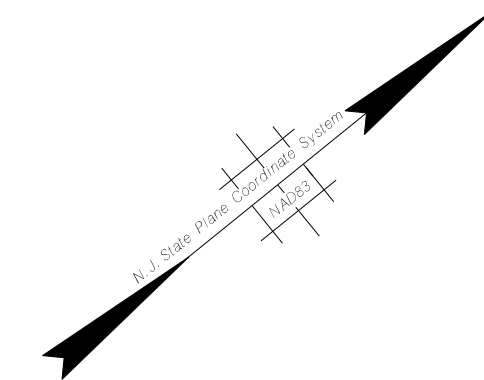
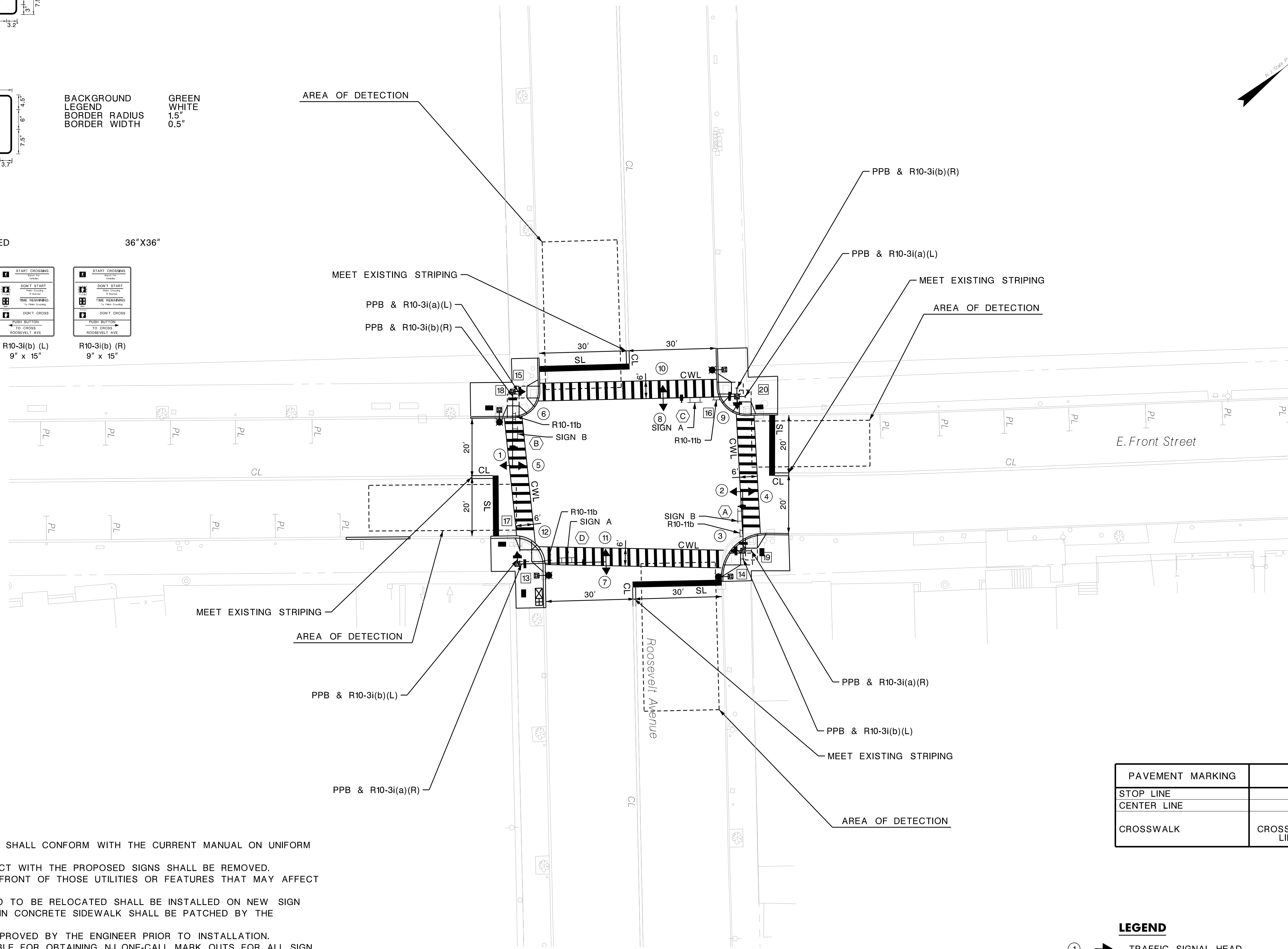
SIGN B (DOUBLE SIDED)  
 54" X 18"

**SIGN LEGEND**

R10-11b NO TURN ON RED 36" X 36"



R10-3i(a)(L) 9" x 15"  
 R10-3i(a)(R) 9" x 15"  
 R10-3i(b)(L) 9" x 15"  
 R10-3i(b)(R) 9" x 15"



**NOTE:**  
 BACK PLATES SHALL BE INSTALLED ON ALL MAST ARM MOUNTED SIGNAL HEADS.

PAVEMENT MARKING	DESCRIPTION	LEGEND	QUANTITY
STOP LINE	24" WIDE SOLID WHITE	SL	102 LF
CENTER LINE	2 - 4" WIDE SOLID YELLOW, 10" O.C.	CL	50 LF
CROSSWALK	8" WIDE SOLID WHITE LINES	CWL (8")	408 LF
	CROSSWALK HATCHING TO BE 12" WIDE WHITE LINES, 3' O.C. IN DIRECTION OF TRAFFIC	CWL (12")	396 LF

- NOTE:**
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - ANY EXISTING SIGNS IN CONFLICT WITH THE PROPOSED SIGNS SHALL BE REMOVED.
  - SIGNS SHALL BE INSTALLED IN FRONT OF THOSE UTILITIES OR FEATURES THAT MAY AFFECT SIGN VISIBILITY.
  - ANY SIGNS THAT ARE REQUIRED TO BE RELOCATED SHALL BE INSTALLED ON NEW SIGN POSTS, ANY REMAINING HOLES IN CONCRETE SIDEWALK SHALL BE PATCHED BY THE CONTRACTOR.
  - STRIPING LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
  - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NJ ONE-CALL MARK OUTS FOR ALL SIGN INSTALLATIONS.
  - THE LATERAL DISTANCE BETWEEN THE EDGE OF THE SIGN AND FACE OF CURB SHALL NOT BE LESS THAN 1 FOOT.
  - STOP LINE SHALL NOT BE INSTALLED CLOSER THAN 4FT FROM THE CROSSWALK.
  - ALL CROSSWALKS SHALL BE CROSS-HATCHED, SEE CONSTRUCTION DETAILS.
  - EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED.
  - EXISTING TRAFFIC SIGNAL EQUIPMENT TO REMAIN UNTIL INSTALLATION OF PROPOSED TRAFFIC SIGNAL EQUIPMENT IS COMPLETE AND OPERATIONAL.
  - UPON APPROVAL OF ENGINEER ALL EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED - DELIVERED TO UNION COUNTY.
  - ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.

- LEGEND**
- ① → TRAFFIC SIGNAL HEAD
  - ⑬ → PEDESTRIAN SIGNAL HEAD
  - Ⓧ → IMAGE DETECTOR
  - Ⓜ → SIGNAL POLE FOUNDATION
  - PUSH BUTTON



EAST FRONT STREET (CR 620)  
 AT ROOSEVELT AVENUE

COUNTY OF UNION  
 DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC SIGNAL, SIGNING AND STRIPING PLANS**

EAST FRONT STREET INTERSECTION IMPROVEMENTS

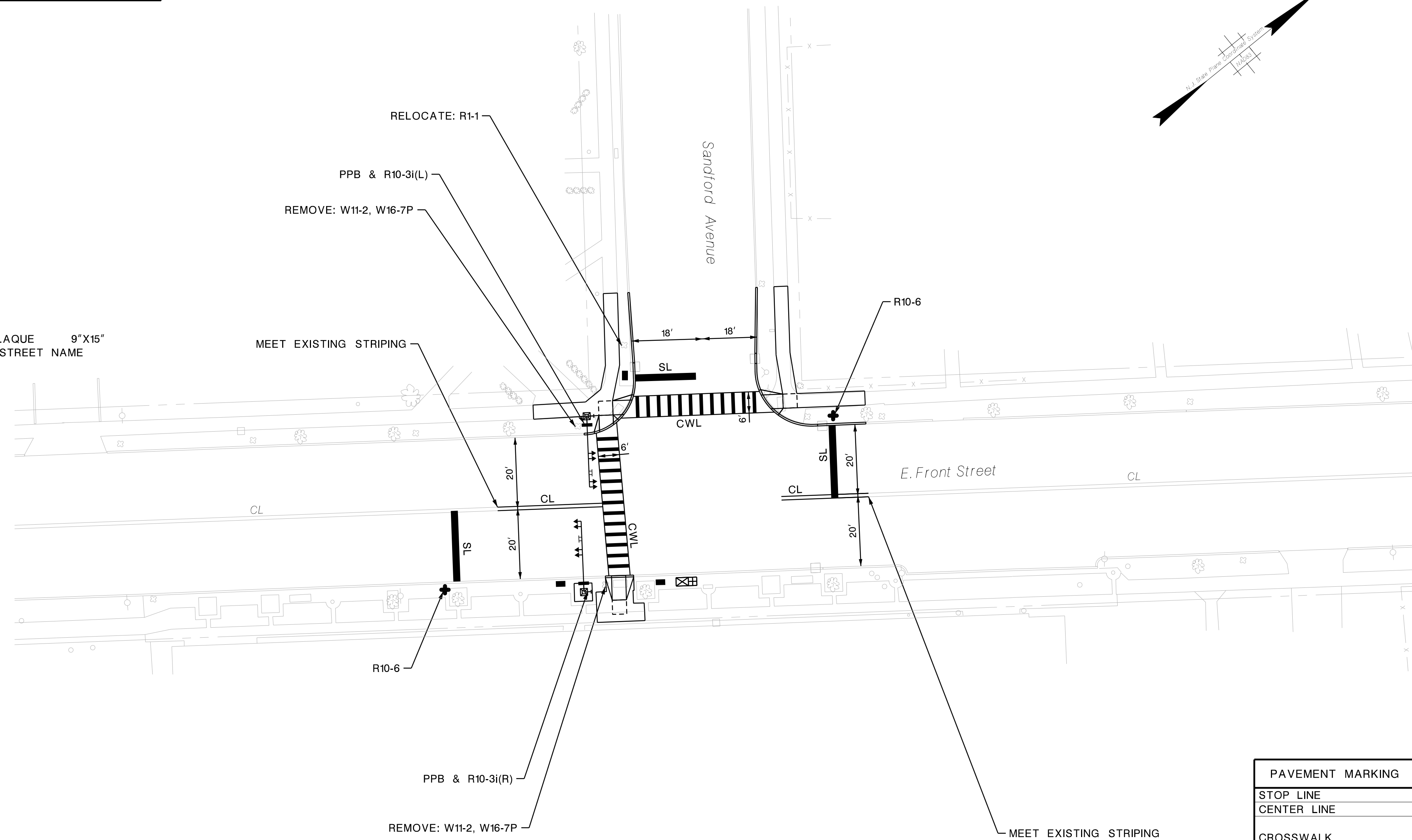
MALICK & SCHERER, P.C.  
 AINO L. TOOTSOV  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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DESIGNATION	SIZE	DESCRIPTION	QUANTITY
R10-6	24"X36"	STOP HERE ON RED	2

**SIGN LEGEND**

R10-3(L OR R)	PEDESTRIAN EDUCATIONAL PLAQUE WITH COUNTDOWN TIMER & STREET NAME	9"X15"
---------------	--	--------



**NOTE:**

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ANY EXISTING SIGNS IN CONFLICT WITH THE PROPOSED SIGNS SHALL BE REMOVED.
3. SIGNS SHALL BE INSTALLED IN FRONT OF THOSE UTILITIES OR FEATURES THAT MAY AFFECT SIGN VISIBILITY.
4. ANY SIGNS THAT ARE REQUIRED TO BE RELOCATED SHALL BE INSTALLED ON NEW SIGN POSTS, ANY REMAINING HOLES IN CONCRETE SIDEWALK SHALL BE PATCHED BY THE CONTRACTOR.
5. STRIPING LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NJ ONE-CALL MARK OUTS FOR ALL SIGN INSTALLATIONS.
7. THE LATERAL DISTANCE BETWEEN THE EDGE OF THE SIGN AND FACE OF CURB SHALL NOT BE LESS THAN 1FOOT.
8. STOP LINE SHALL NOT BE INSTALLED CLOSER THAN 4FT FROM THE CROSSWALK.
9. ALL CROSSWALKS SHALL BE CROSS-HATCHED, SEE CONSTRUCTION DETAILS.
10. CITY OWNED SOLAR POWERED FLASHING PEDESTRIAN SIGN SHALL BE CAREFULLY REMOVED AND RETURNED TO CITY OF PLAINFIELD PUBLIC WORKS IMMEDIATELY UPON COMMENCEMENT OF CONSTRUCTION TO AVOID DAMAGE.
11. INSTALL PEDESTRIAN HYBRID BEACON SYSTEM PER MANUFACTURERS SPECIFICATIONS.
12. THE CONTRACTOR SHALL TRIM TREE BRANCHES AS NECESSARY FOR SIGNAL VISIBILITY AT THE DISCRETION OF THE ENGINEER.
13. ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.

PAVEMENT MARKING	DESCRIPTION	LEGEND	QUANTITY
STOP LINE	24" WIDE SOLID WHITE	SL	59 LF
CENTER LINE	2 - 4" WIDE SOLID YELLOW, 10" O.C.	CL	110 LF
CROSSWALK	8" WIDE SOLID WHITE LINES, CROSSWALK HATCHING TO BE 12" WIDE WHITE LINES, 3' O.C. IN DIRECTION OF TRAFFIC	CWL (8")	163 LF
		CWL (12")	150 LF



TSS-3  
TSS-4

EAST FRONT STREET (CR 620)  
AT SANDFORD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC SIGNAL, SIGNING  
AND STRIPING PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

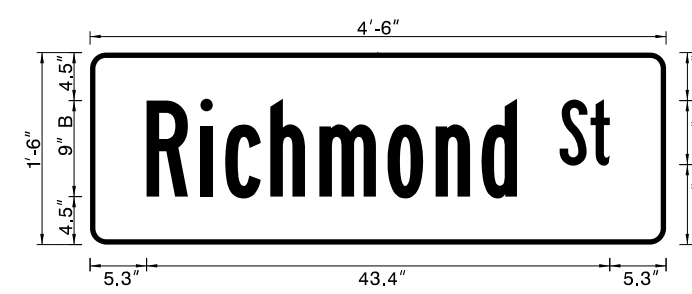
*AINO L. TOOTSOV*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

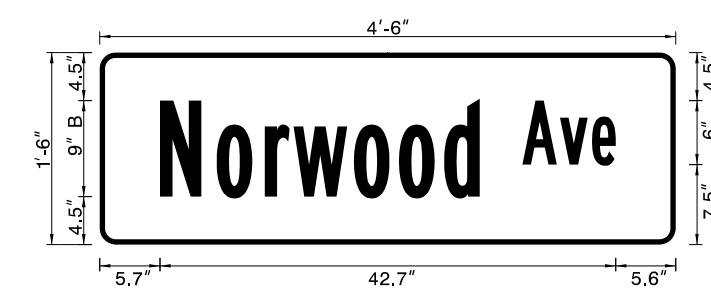
24  
62



**SIGN A (DOUBLE SIDED)**  
60" X 18"  
BACKGROUND GREEN  
LEGEND WHITE  
BORDER RADIUS 1.5"  
BORDER WIDTH 0.5"

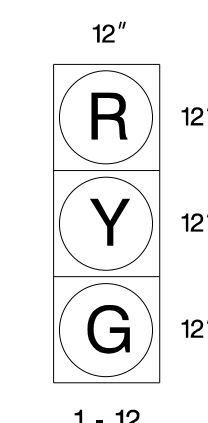
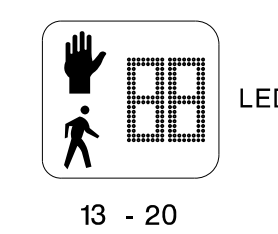
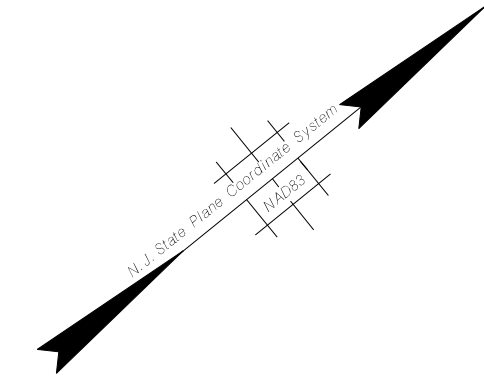
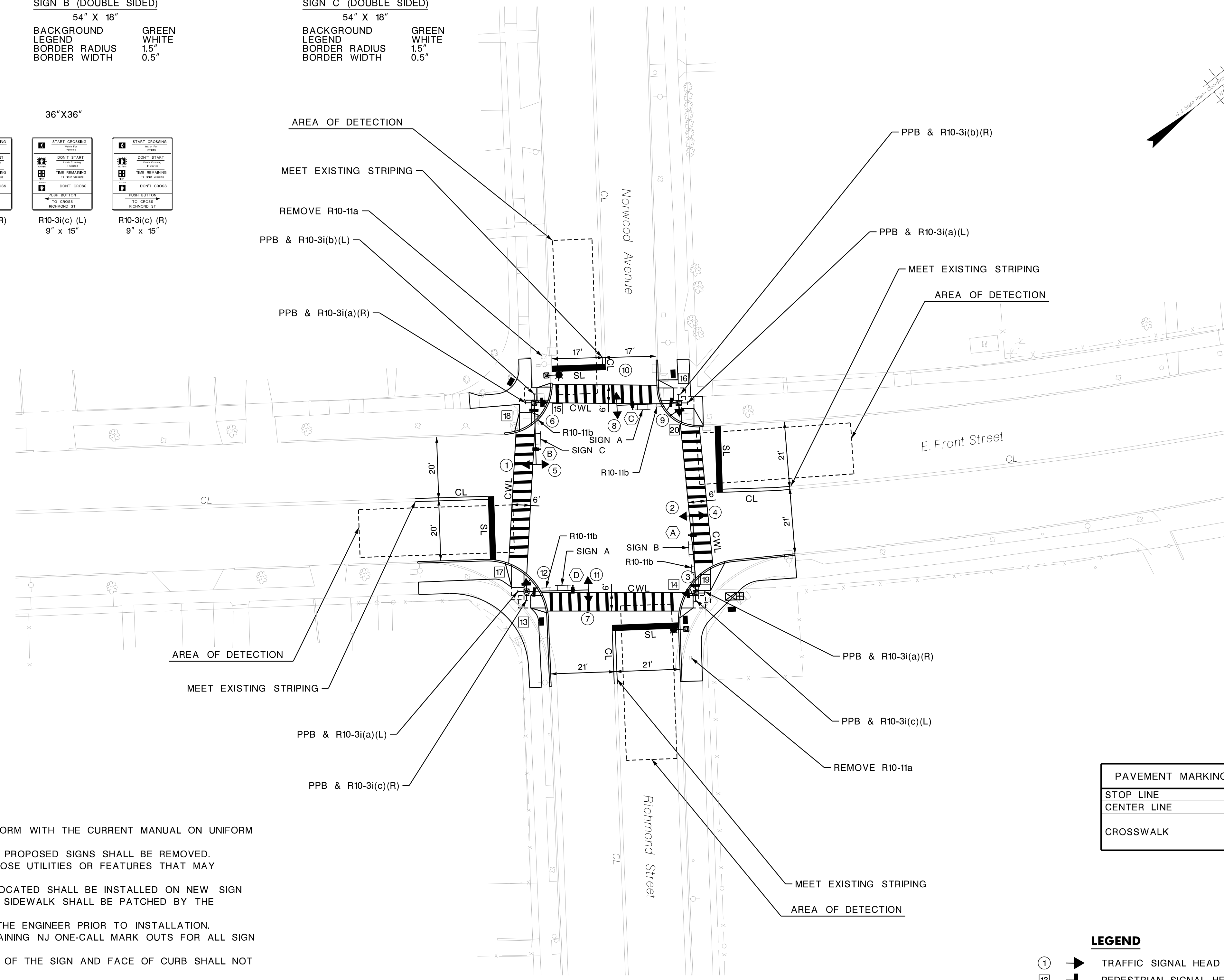
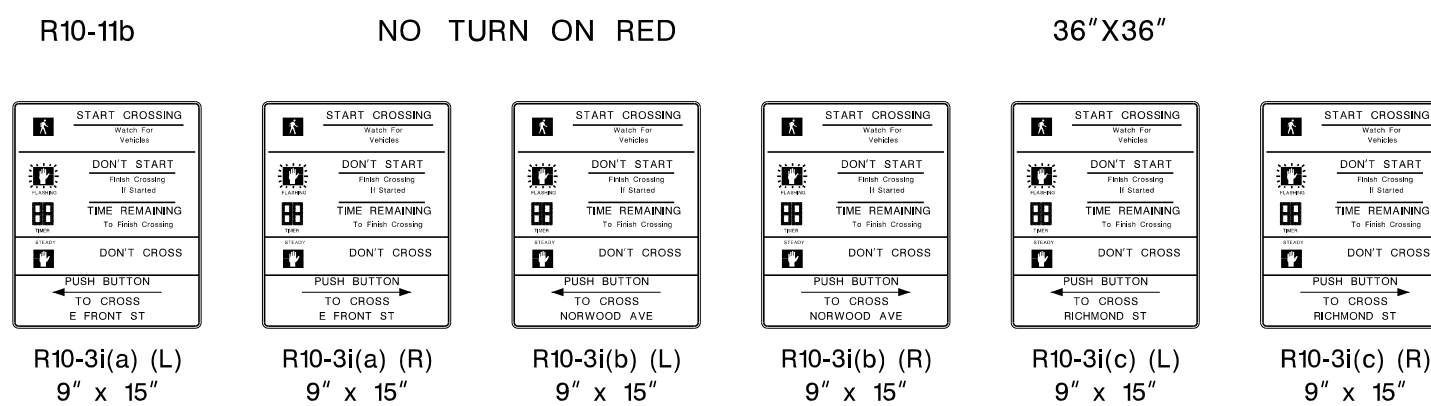


**SIGN B (DOUBLE SIDED)**  
54" X 18"  
BACKGROUND GREEN  
LEGEND WHITE  
BORDER RADIUS 1.5"  
BORDER WIDTH 0.5"



**SIGN C (DOUBLE SIDED)**  
54" X 18"  
BACKGROUND GREEN  
LEGEND WHITE  
BORDER RADIUS 1.5"  
BORDER WIDTH 0.5"

**SIGN LEGEND**



**NOTE:**  
BACK PLATES SHALL BE INSTALLED ON ALL MAST ARM MOUNTED SIGNAL HEADS.

- NOTE:**
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - ANY EXISTING SIGNS IN CONFLICT WITH THE PROPOSED SIGNS SHALL BE REMOVED.
  - SIGNS SHALL BE INSTALLED IN FRONT OF THOSE UTILITIES OR FEATURES THAT MAY AFFECT SIGN VISIBILITY.
  - ANY SIGNS THAT ARE REQUIRED TO BE RELOCATED SHALL BE INSTALLED ON NEW SIGN POSTS, ANY REMAINING HOLES IN CONCRETE SIDEWALK SHALL BE PATCHED BY THE CONTRACTOR.
  - STRIPING LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
  - THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NJ ONE-CALL MARK OUTS FOR ALL SIGN INSTALLATIONS.
  - THE LATERAL DISTANCE BETWEEN THE EDGE OF THE SIGN AND FACE OF CURB SHALL NOT BE LESS THAN 1 FOOT.
  - STOP LINE SHALL NOT BE INSTALLED CLOSER THAN 4 FT FROM THE CROSSWALK.
  - ALL CROSSWALKS SHALL BE CROSS-HATCHED, SEE CONSTRUCTION DETAILS.
  - EXISTING SIGNS TO REMAIN UNLESS OTHERWISE NOTED.
  - EXISTING TRAFFIC SIGNAL EQUIPMENT TO REMAIN UNTIL INSTALLATION OF PROPOSED TRAFFIC SIGNAL EQUIPMENT IS COMPLETE AND OPERATIONAL.
  - UPON APPROVAL OF ENGINEER ALL EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED - DELIVERED TO UNION COUNTY.
  - ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.

PAVEMENT MARKING	DESCRIPTION	LEGEND	QUANTITY
STOP LINE	24" WIDE SOLID WHITE	SL	80 LF
CENTER LINE	2 - 4" WIDE SOLID YELLOW, 10" O.C.	CL	134 LF
CROSSWALK	8" WIDE SOLID WHITE LINES	CWL (8")	349 LF
	CROSSWALK HATCHING TO BE 12" WIDE WHITE LINES, 3" O.C. IN DIRECTION OF TRAFFIC	CWL (12")	324 LF



- LEGEND**
- ① → TRAFFIC SIGNAL HEAD
  - ⑬ ↓ PEDESTRIAN SIGNAL HEAD
  - ⑮ ↓ IMAGE DETECTOR
  - ⊞ SIGNAL POLE FOUNDATION
  - PUSH BUTTON

EAST FRONT STREET (CR 620)  
AT RICHMOND STREET/  
NORWOOD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC SIGNAL, SIGNING  
AND STRIPING PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*Malick Scherer*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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**OVERHEAD STREET SIGNS**

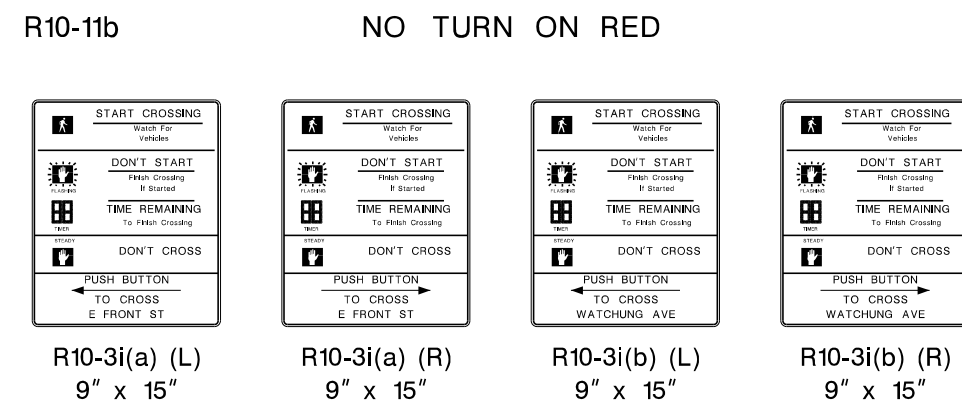


SIGN A  
60' X 18'  
(DOUBLE SIDED)



SIGN B  
54' X 18'  
(DOUBLE SIDED)

**SIGN LEGEND**



CONSTRUCT: FOUNDATION, TYPE P-MC  
INSTALL: CONTROLLER ASSEMBLY  
8 PHASE W/ BATTERY  
BACKUP  
METER CABINET, TYPE T

CONSTRUCT: 3 - 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
M-10/C, N-10/C, O-5/C, P-5/C, Q-2/C, R-2/C,  
S-10/C, T-10/C, U-5/C, V-5/C, W-2/C, X-2/C,  
IDC(A,B,C,D), 1-1/C#8 (GND)

CONSTRUCT: 18" X 36" JUNCTION BOX

CONSTRUCT: 4" RMC  
INSTALL: S-10/C, T-10/C, U-5/C, V-5/C, W-2/C, X-2/C,  
IDC(B), 1-1/C#8 (GND)

CONSTRUCT: FOUNDATION, TYPE SFT  
INSTALL: UC-SMA20-TB2-2  
TSH  
IMAGE DETECTOR  
MAST ARM SIGN  
(2) PSH  
(2) PPB & SIGNS

CONSTRUCT: 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
IDC(A,C), 1-1/C#8 (GND)

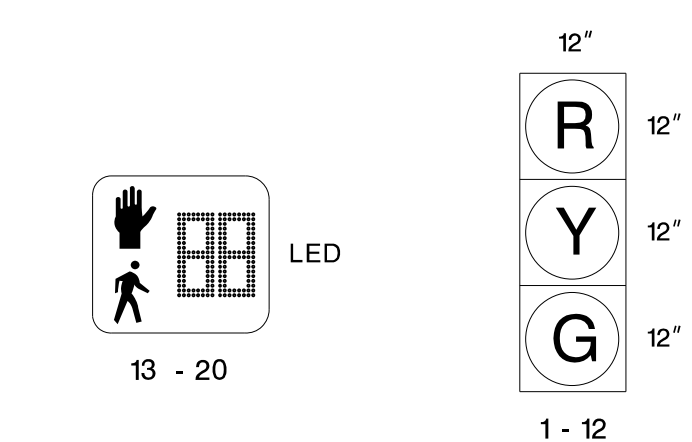
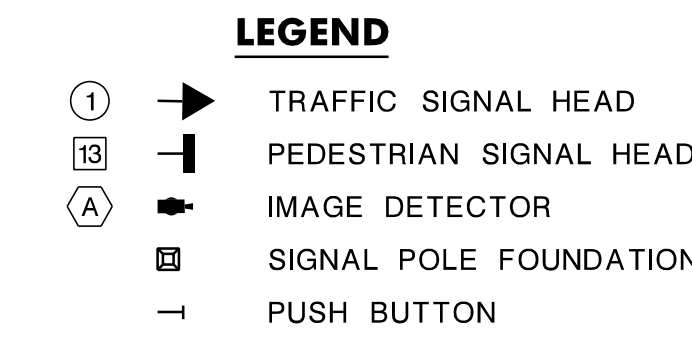
CONSTRUCT: 17" X 30" JUNCTION BOX

CONSTRUCT: 4" RMC  
INSTALL: G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
IDC(C), 1-1/C#8 (GND)

CONSTRUCT: FOUNDATION, TYPE SFT  
INSTALL: UC-SMA20-TB2-2  
TSH  
IMAGE DETECTOR  
MAST ARM SIGN  
(2) PSA  
(2) PPB & SIGNS

CONSTRUCT: 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
IDC(A), 1-1/C#8 (GND)

- NOTES:**
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - ALL TRAFFIC SIGNAL INDICATIONS AND PEDESTRIAN SIGNALS SHALL BE LED.
  - ALL ALUMINUM ALLOY SIGNAL STANDARDS SHALL BE A MINIMUM OF 32 INCHES FROM THE FACE OF CURB TO CENTER OF STANDARD.
  - TRAFFIC SIGNAL HEADS 1,2,4,5,7,8,10 & 11 TO BE MOUNTED AT A MINIMUM HEIGHT OF 15'-6".
  - PEDESTRIAN SIGNAL HEADS 13-20 TO BE MOUNTED AT 8 FEET.
  - WIRE CODING TO CONFORM WITH CURRENT STANDARDS IN USE BY THE COUNTY OF UNION.
  - #8 AWG, INSULATED (COLORED GREEN) GROUND WIRE SHALL BE INSTALLED CONTINUOUS THROUGHOUT THE TRAFFIC SIGNAL SYSTEM AND SECURED TO ALL GROUND RODS, CABINETS, AND TRAFFIC SIGNAL BASES.
  - CONTRACTOR SHALL COORDINATE AND OBTAIN ELECTRICAL SERVICE FOR THE INTERSECTION.
  - CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF SIGNAL DEVICES AND SIGNS.
  - MOUNTING LOCATIONS FOR THE IMAGE DETECTORS SHALL BE DETERMINED BY THE MANUFACTURER'S REPRESENTATIVE TO ASSURE PROPER OPERATION.
  - THE CONTROLLER SHALL BE EQUIPPED WITH A GENERATOR CONNECTION.
  - ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.
  - CITY OWNED CCTV SHOULD BE CAREFULLY REMOVED AND RETURNED TO CITY OF PLAINFIELD PUBLIC WORKS IMMEDIATELY UPON COMMENCEMENT OF CONSTRUCTION TO AVOID DAMAGE.



**NOTE:**  
BACK PLATES SHALL BE INSTALLED ON ALL MAST ARM MOUNTED SIGNAL HEADS.



COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**ELECTRICAL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

EAST FRONT STREET (CR 620)  
AT WATCHUNG AVENUE

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### EAST FRONT STREET (CR 620) & WATCHUNG AVENUE

#### ACTUATED OPERATION

#### WITHOUT PEDESTRIAN ACTUATION

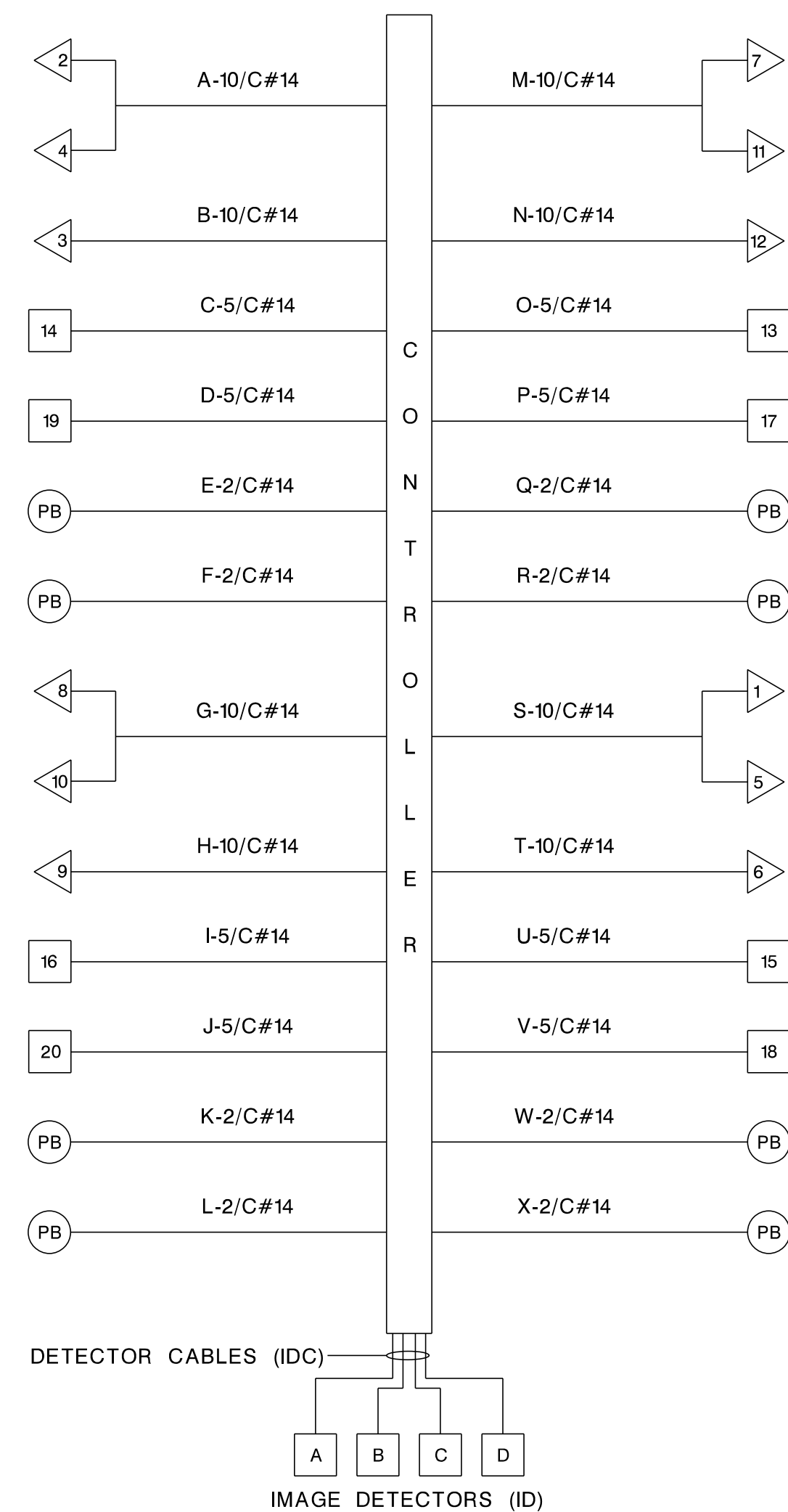
Phase	Signal Faces	Signal Faces				Time I (Sec.)	Time II (Sec.)	Time III (Sec.)
		1-6	7-12	13-16	17-20			
1) NB/SB East Front Street R.O.W.	G	R	DW	DW	7 - 25	7 - 21	7-21	
	Change	Y	R	DW	DW	3	3	
	Clearance	R	R	DW	DW	2	2	
2) EB/WB Watchung Avenue R.O.W.	R	G	DW	DW	15 - 25	15 - 29	7-29	
	Change	R	Y	DW	DW	3	3	
	Clearance	R	R	DW	DW	2	2	

#### WITH PEDESTRIAN ACTUATION

Phase	Signal Faces	Signal Faces				Time I (Sec.)	Time II (Sec.)	Time III (Sec.)
		1-6	7-12	13-16	17-20			
1) NB/SB East Front Street R.O.W.	G	R	W	DW	7	7	7	
	Pedestrian Clearance	G	R	FDW	DW	18	14	
	Change	Y	R	DW	DW	3	3	
	Clearance	R	R	DW	DW	2	2	
2) EB/WB Watchung Avenue R.O.W.	R	G	DW	W	7	7	7	
	Pedestrian Clearance	R	G	DW	FDW	18	22	
	Change	R	Y	DW	DW	3	3	
	Clearance	R	R	DW	DW	2	2	
Emergency Flash	Y	R	DARK	DARK				

- Notes:
- Pedestrian timing is only used during pedestrian recall or when push button is actuated.
  - Vehicle extension to be set at 3 seconds.
  - Manual control is to be disconnected.
  - Memory Circuit [OFF]
  - Controller to rest in Phase  $\phi$ 2
  - Time of Day Schedule:  
 Time I, Monday-Friday, 7:00 AM to 10:00 AM  
 Time II, Monday-Friday, 4:00 PM to 7:00 PM  
 Time III, ALL OTHER TIMES.

### BLOCK WIRING DIAGRAM



PAY ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
47	REGULATORY AND WARNING SIGNS	36 SF
48	OVERHEAD STREET NAME SIGNS	58 SF
55	2" RIGID METALLIC CONDUIT	50 LF
57	4" RIGID METALLIC CONDUIT	260 LF
58	17" X 30" JUNCTION BOX	3 U
59	18" X 36" JUNCTION BOX	1 U
60	FOUNDATION, TYPE SFT	3 U
61	FOUNDATION, TYPE P-MC	1 U
62	FOUNDATION, TYPE SFT-H	1 U
63	METER CABINET, TYPE T	1 U
64	GROUND WIRE, NO. 8 AWG	310 LF
66	SERVICE WIRE, NO. 6 AWG	250 LF
67	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	1 U
69	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2-2	3 U
70	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-25-TB2-2	1 U
72	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	950 LF
73	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	950 LF
74	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	950 LF
75	TRAFFIC SIGNAL HEAD	4 U
76	PEDESTRIAN SIGNAL HEAD	8 U
77	PUSH BUTTON	8 U
78	IMAGE DETECTOR	4 U
79	CONTROLLER TURN ON	1 U



E-2  
E-8

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## ELECTRICAL PLANS

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
  
 AINO L. TOOTSOV  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

EAST FRONT STREET (CR 620)  
AT WATCHUNG AVENUE

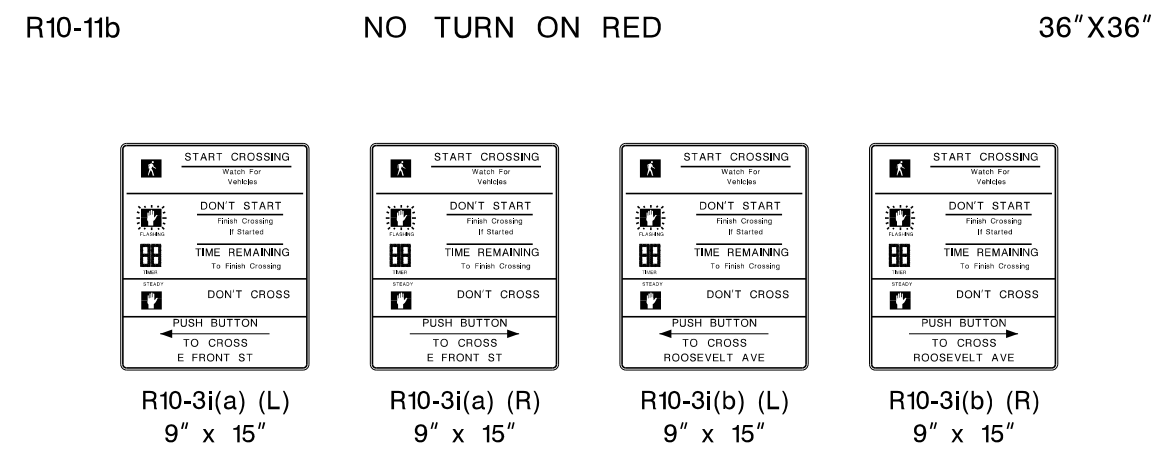
OVERHEAD STREET SIGNS



SIGN A  
60" X 18"  
(DOUBLE SIDED)

SIGN B  
54" X 18"  
(DOUBLE SIDED)

SIGN LEGEND



AREA OF DETECTION

CONSTRUCT: FOUNDATION, TYPE SFT-H  
INSTALL: UC-SMA25-TB2-2  
TSH  
IMAGE DETECTOR  
MAST ARM SIGN  
(2) PSH  
(2) PPB & SIGNS

CONSTRUCT: 4" RMC  
INSTALL: G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
IDC(B), 1-1/C#8 (GND)

CONSTRUCT: LUMINAIRE DECORATIVE

CONSTRUCT: 3" RMC  
INSTALL: 2-1/C#8(CKT#1), 1-1/C#8 (GND)

CONSTRUCT: 17" X 30" JUNCTION BOX

CONSTRUCT: 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
IDC(B,C), 2-1/C#8(CKT#1,2), 1-1/C#8 (GND)

CONSTRUCT: 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
IDC(C), 2-1/C#8(CKT#2), 1-1/C#8 (GND)

CONSTRUCT: LUMINAIRE DECORATIVE

CONSTRUCT: 3" RMC  
INSTALL: 2-1/C#8(CKT#2), 1-1/C#8 (GND)

CONSTRUCT: FOUNDATION, TYPE SFT-H  
INSTALL: UC-SMA25-TB2-2  
TSH  
IMAGE DETECTOR  
MAST ARM SIGN  
(2) PSH  
(2) PPB & SIGNS

CONSTRUCT: 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
IDC(C), 1-1/C#8 (GND)

CONSTRUCT: 17" X 30" JUNCTION BOX

AREA OF DETECTION

AREA OF DETECTION

CONSTRUCT: 18" X 36" JUNCTION BOX

CONSTRUCT: 4" RMC  
INSTALL: S-10/C, T-10/C, U-5/C, V-5/C, W-2/C, X-2/C,  
IDC(D), 1-1/C#8 (GND)

CONSTRUCT: FOUNDATION, TYPE SFT-H  
INSTALL: UC-SMA30-TB2-2  
TSH  
IMAGE DETECTOR  
MAST ARM SIGN  
(2) PSH  
(2) PPB & SIGNS

CONSTRUCT: 2 - 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
M-10/C, N-10/C, O-5/C, P-5/C, Q-2/C, R-2/C,  
S-10/C, T-10/C, U-5/C, V-5/C, W-2/C, X-2/C,  
IDC(A,B,C,D), 4-1/C#8(CKT#1,2), 1-1/C#8 (GND)

CONSTRUCT: 3" RMC  
INSTALL: 2-1/C#8(CKT#2), 1-1/C#8 (GND)

CONSTRUCT: 18" X 36" JUNCTION BOX

CONSTRUCT: 3 - 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-5/C, E-2/C, F-2/C,  
G-10/C, H-10/C, I-5/C, J-5/C, K-2/C, L-2/C,  
M-10/C, N-10/C, O-5/C, P-5/C, Q-2/C, R-2/C,  
S-10/C, T-10/C, U-5/C, V-5/C, W-2/C, X-2/C,  
IDC(A,B,C,D), 4-1/C#8(CKT#1,2), 1-1/C#8 (GND)

CONSTRUCT: LUMINAIRE DECORATIVE

CONSTRUCT: FOUNDATION TYPE P-MC  
INSTALL: CONTROLLER ASSEMBLY  
8 PHASE W/ BATTERY  
BACKUP  
METER CABINET, TYPE T

CONSTRUCT: 17" X 30" JUNCTION BOX

CONSTRUCT: 4" RMC  
INSTALL: M-10/C, N-10/C, O-5/C, P-5/C, Q-2/C, R-2/C,  
IDC(A), 1-1/C#8 (GND)

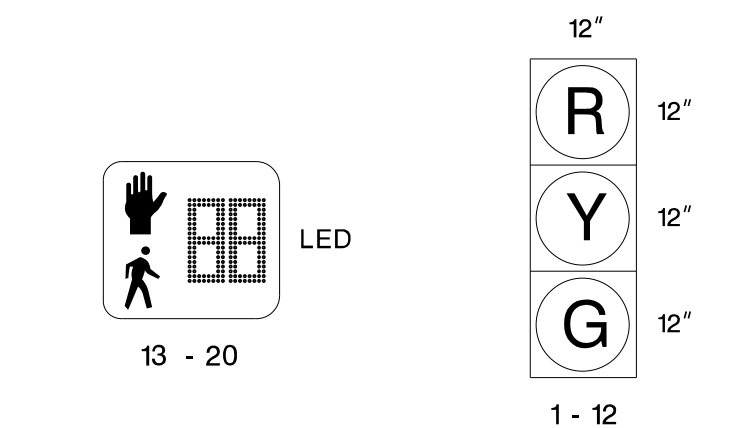
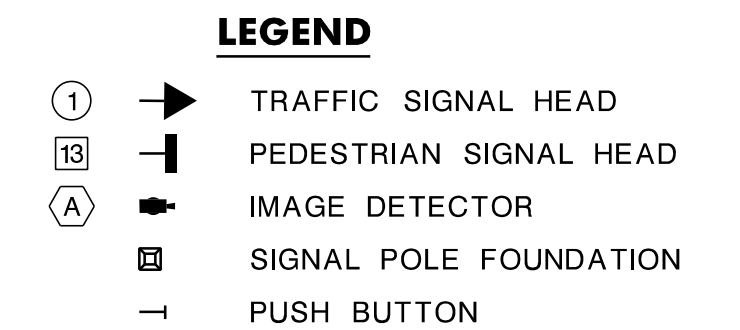
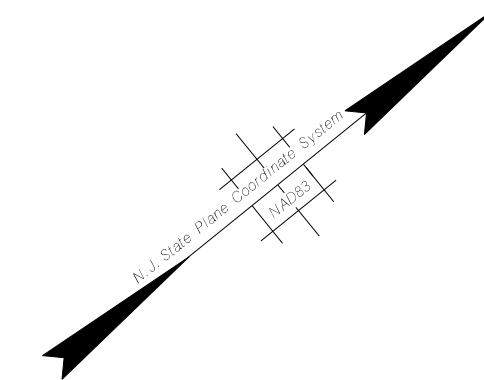
CONSTRUCT: FOUNDATION, TYPE SFT  
INSTALL: UC-SMA20-TB2-2  
TSH  
IMAGE DETECTOR  
MAST ARM SIGN  
(2) PSH  
(2) PPB & SIGNS

CONSTRUCT: 3" RMC  
INSTALL: 2-1/C#8(CKT#1), 1-1/C#8 (GND)

CONSTRUCT: LUMINAIRE DECORATIVE

CONSTRUCT: 4" RMC  
INSTALL: M-10/C, N-10/C, O-5/C, P-5/C, Q-2/C, R-2/C,  
IDC(A), 2-1/C#8(CKT#1), 1-1/C#8 (GND)

AREA OF DETECTION



NOTE: BACK PLATES SHALL BE INSTALLED ON ALL MAST ARM MOUNTED SIGNAL HEADS.



E-3  
E-8

NOTES:

- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL TRAFFIC SIGNAL INDICATIONS AND PEDESTRIAN SIGNALS SHALL BE LED.
- ALL ALUMINUM ALLOY SIGNAL STANDARDS SHALL BE A MINIMUM OF 32 INCHES FROM THE FACE OF CURB TO CENTER OF STANDARD.
- TRAFFIC SIGNAL HEADS 1,2,4,5,7,8,10 & 11 TO BE MOUNTED AT A MINIMUM HEIGHT OF 15'-6".
- PEDESTRIAN SIGNAL HEADS 13-20 TO BE MOUNTED AT 8 FEET.
- WIRE CODING TO CONFORM WITH CURRENT STANDARDS IN USE BY THE COUNTY OF UNION.
- #8 AWG, INSULATED (COLORED GREEN) GROUND WIRE SHALL BE INSTALLED CONTINUOUS THROUGHOUT THE TRAFFIC SIGNAL SYSTEM AND SECURED TO ALL GROUND RODS, CABINETS, AND TRAFFIC SIGNAL BASES.
- CONTRACTOR SHALL COORDINATE AND OBTAIN ELECTRICAL SERVICE FOR THE INTERSECTION.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF SIGNAL DEVICES AND SIGNS.
- MOUNTING LOCATIONS FOR THE IMAGE DETECTORS SHALL BE DETERMINED BY THE MANUFACTURER'S REPRESENTATIVE TO ASSURE PROPER OPERATION.
- THE CONTROLLER SHALL BE EQUIPPED WITH A GENERATOR CONNECTION.
- ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.

EAST FRONT STREET (CR 620)  
AT ROOSEVELT AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

ELECTRICAL PLANS

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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### EAST FRONT STREET (CR 620) & ROOSEVELT AVENUE

#### ACTUATED OPERATION

##### WITHOUT PEDESTRIAN ACTUATION

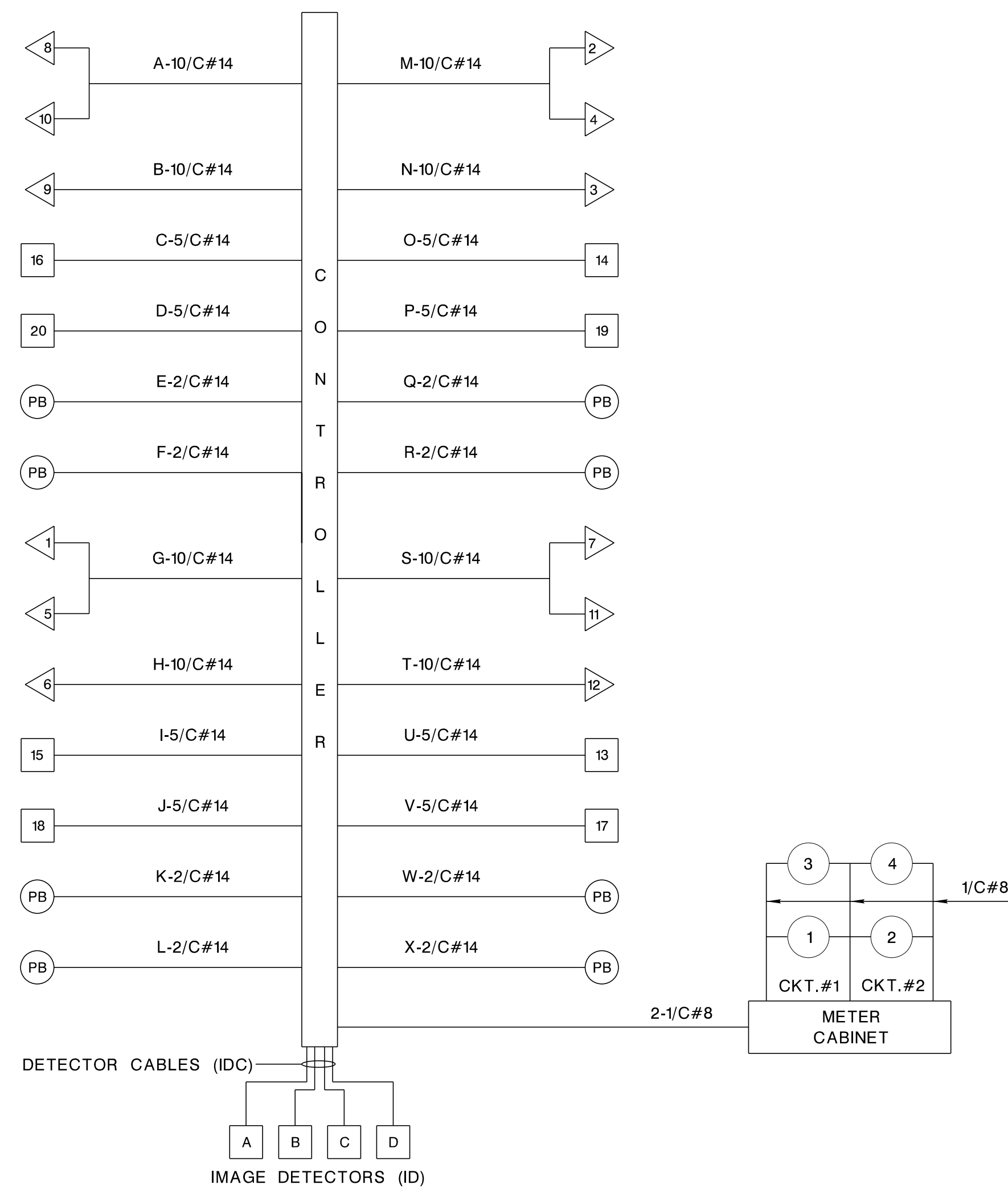
Phase	Signal Faces				Time I (Sec.)
	1-6	7-12	13-16	17-20	
1) NB/SB East Front Street R.O.W.	G	R	DW	DW	15 - 30
	Y	R	DW	DW	4
	R	R	DW	DW	2
2) EB/WB Roosevelt Avenue R.O.W.	R	G	DW	DW	7 - 19
	R	Y	DW	DW	3
	R	R	DW	DW	2

##### WITH PEDESTRIAN ACTUATION

Phase	Signal Faces				Time I (Sec.)
	1-6	7-12	13-16	17-20	
1) NB/SB East Front Street R.O.W.	G	R	W	DW	7
	G	R	FDW	DW	23
	Y	R	DW	DW	4
	R	R	DW	DW	2
2) EB/WB Roosevelt Avenue R.O.W.	R	G	DW	W	7
	R	G	DW	FDW	12
	R	Y	DW	DW	3
	R	R	DW	DW	2
Emergency Flash	Y	R	DARK	DARK	

- Notes:
- Pedestrian timing is only used during pedestrian recall or when push button is actuated.
  - Vehicle extension to be set at 3 seconds.
  - Manual control is to be disconnected.
  - Memory Circuit [OFF]
  - Controller to rest in Phase  $\phi$ 1
  - Time of Day Schedule:  
Time I, SHALL OCCUR AT ALL TIMES

#### BLOCK WIRING DIAGRAM



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
47	REGULATORY AND WARNING SIGNS	36 SF
48	OVERHEAD STREET NAME SIGNS	58 SF
55	2" RIGID METALLIC CONDUIT	70 LF
56	3" RIGID METALLIC CONDUIT	40 LF
57	4" RIGID METALLIC CONDUIT	305 LF
58	17" X 30" JUNCTION BOX	3 U
59	18" X 36" JUNCTION BOX	2 U
60	FOUNDATION, TYPE SFT	1 U
61	FOUNDATION, TYPE P-MC	1 U
62	FOUNDATION, TYPE SFT-H	3 U
63	METER CABINET, TYPE T	1 U
64	GROUND WIRE, NO. 8 AWG	425 LF
65	MULTIPLE LIGHTING WIRE, NO. 8 AWG	760 LF
66	SERVICE WIRE, NO. 6 AWG	318 LF
67	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	1 U
69	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2-2	1 U
70	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-25-TB2-2	2 U
71	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-30-TB2-2	1 U
72	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	1145 LF
73	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	1145 LF
74	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	1145 LF
75	TRAFFIC SIGNAL HEAD	4 U
76	PEDESTRIAN SIGNAL HEAD	8 U
77	PUSH BUTTON	8 U
78	IMAGE DETECTOR	4 U
79	CONTROLLER TURN ON	1 U
80	LUMINAIRE DECORATIVE	4 U



E-4  
E-8

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

## ELECTRICAL PLANS

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

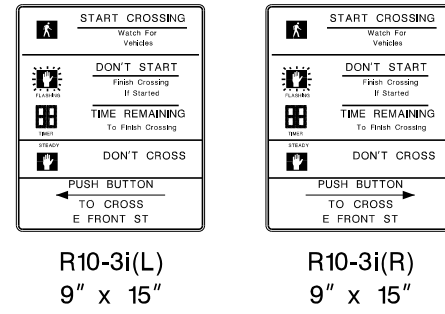
MALICK & SCHERER, P.C.

*AINO L. TOOTSOV*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

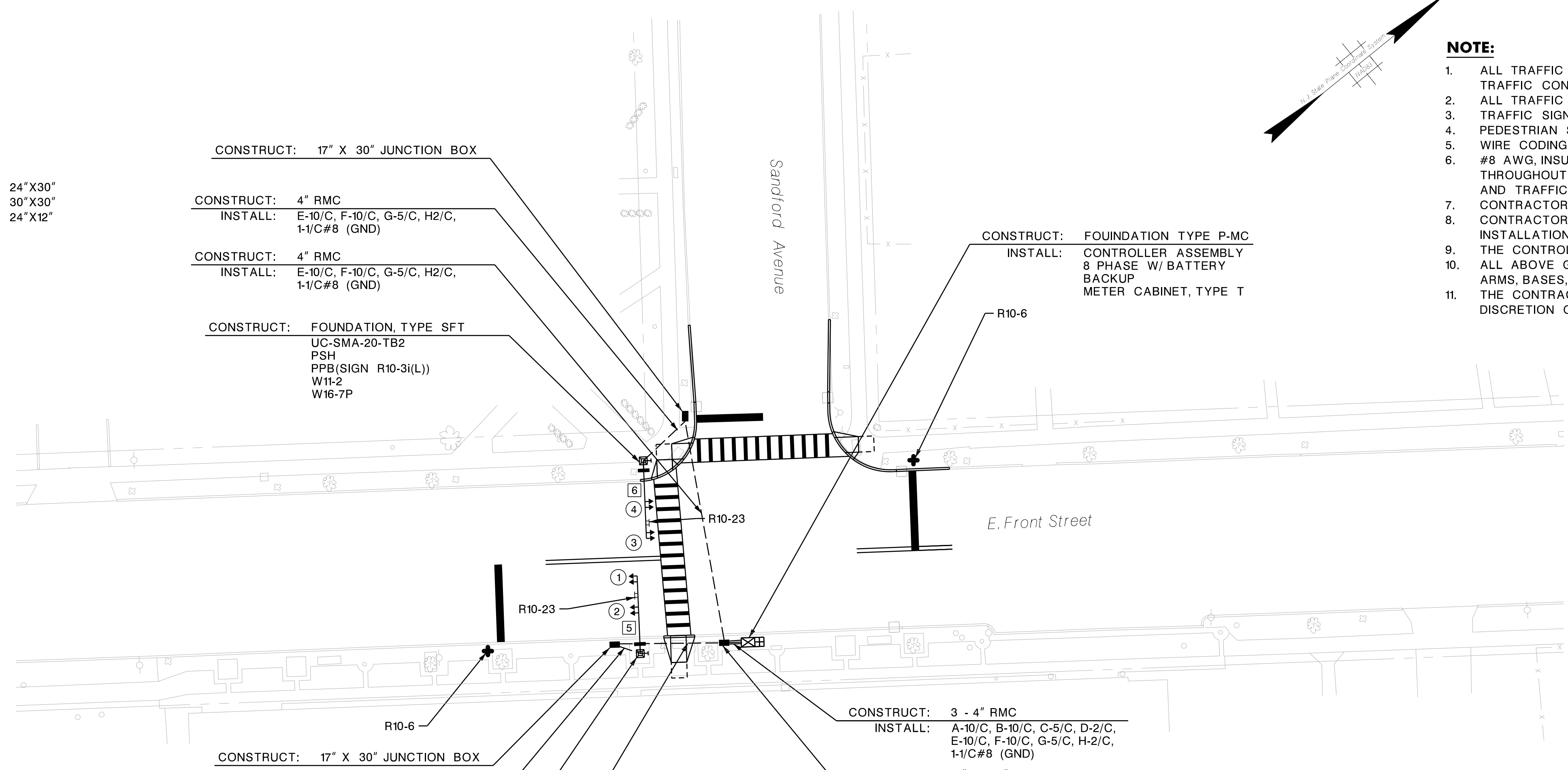
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EAST FRONT STREET (CR 620)  
AT ROOSEVELT AVENUE



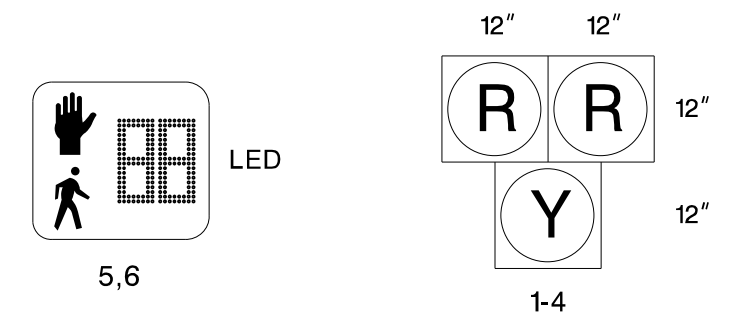
**SIGN LEGEND**

R10-23	CROSSWALK STOP ON RED	24" X 30"
W11-2	PEDESTRIAN CROSSING	30" X 30"
W16-7P	DOWNWARD DIAGONAL ARROW	24" X 12"



**NOTE:**

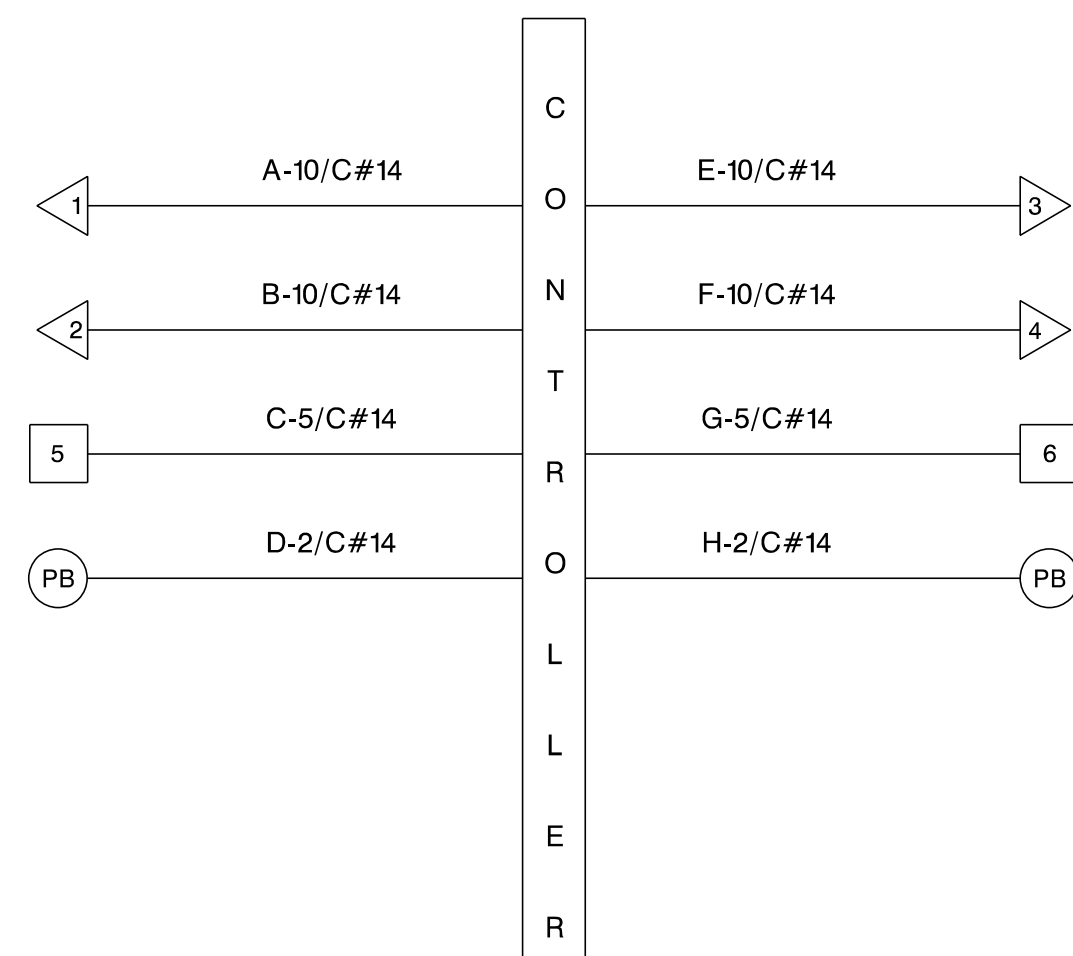
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL TRAFFIC SIGNAL INDICATIONS AND PEDESTRIAN SIGNALS SHALL BE LED.
- TRAFFIC SIGNAL HEADS 1,2,3 & 4 TO BE MOUNTED AT A MINIMUM HEIGHT OF 15'-6".
- PEDESTRIAN SIGNAL HEADS 5 & 6 TO BE MOUNTED AT 8 FEET.
- WIRE CODING TO CONFORM WITH CURRENT STANDARDS IN USE BY THE COUNTY OF UNION.
- #8 AWG, INSULATED (COLORED GREEN) GROUND WIRE SHALL BE INSTALLED CONTINUOUS THROUGHOUT THE TRAFFIC SIGNAL SYSTEM AND SECURED TO ALL GROUND RODS, CABINETS, AND TRAFFIC SIGNAL BASES.
- CONTRACTOR SHALL COORDINATE AND OBTAIN ELECTRICAL SERVICE FOR THE INTERSECTION.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF SIGNAL DEVICES AND SIGNS.
- THE CONTROLLER SHALL BE EQUIPPED WITH A GENERATOR CONNECTION.
- ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.
- THE CONTRACTOR SHALL TRIM TREE BRANCHES AS NECESSARY FOR SIGNAL VISIBILITY AT THE DISCRETION OF THE ENGINEER.



**NOTE:**

BACK PLATES SHALL BE INSTALLED ON ALL SIGNAL HEADS.

**BLOCK WIRING DIAGRAM**



- CONSTRUCT: 4" RMC  
INSTALL: E-10/C, F-10/C, G-5/C, H-2/C, 1-1/C#8 (GND)
- CONSTRUCT: FOUNDATION, TYPE SFT  
UC-SMA-20-TB2  
PSH  
PPB(SIGN R10-3i(L))  
W11-2  
W16-7P
- CONSTRUCT: 4" RMC  
INSTALL: A-10/C, B-10/C, C-5/C, D-2/C, 1-1/C#8 (GND)

ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
47	REGULATORY AND WARNING SIGNS	27 SF
55	2" RIGID METALLIC CONDUIT	61 LF
57	4" RIGID METALLIC CONDUIT	120 LF
58	17" X 30" JUNCTION BOX	3 U
60	FOUNDATION, TYPE SFT	2 U
61	FOUNDATION, TYPE P-MC	1 U
63	METER CABINET, TYPE T	1 U
64	GROUND WIRE, NO. 8 AWG	160 LF
66	SERVICE WIRE, NO. 6 AWG	340 LF
67	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	1 U
68	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2	2 U
72	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	190 LF
73	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	190 LF
74	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	390 LF
76	PEDESTRIAN SIGNAL HEAD	2 U
77	PUSH BUTTON	2 U
79	CONTROLLER TURN ON	1 U
82	TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER	1 U



E-5  
E-8

EAST FRONT STREET (CR 620)  
AT SANDFORD AVENUE

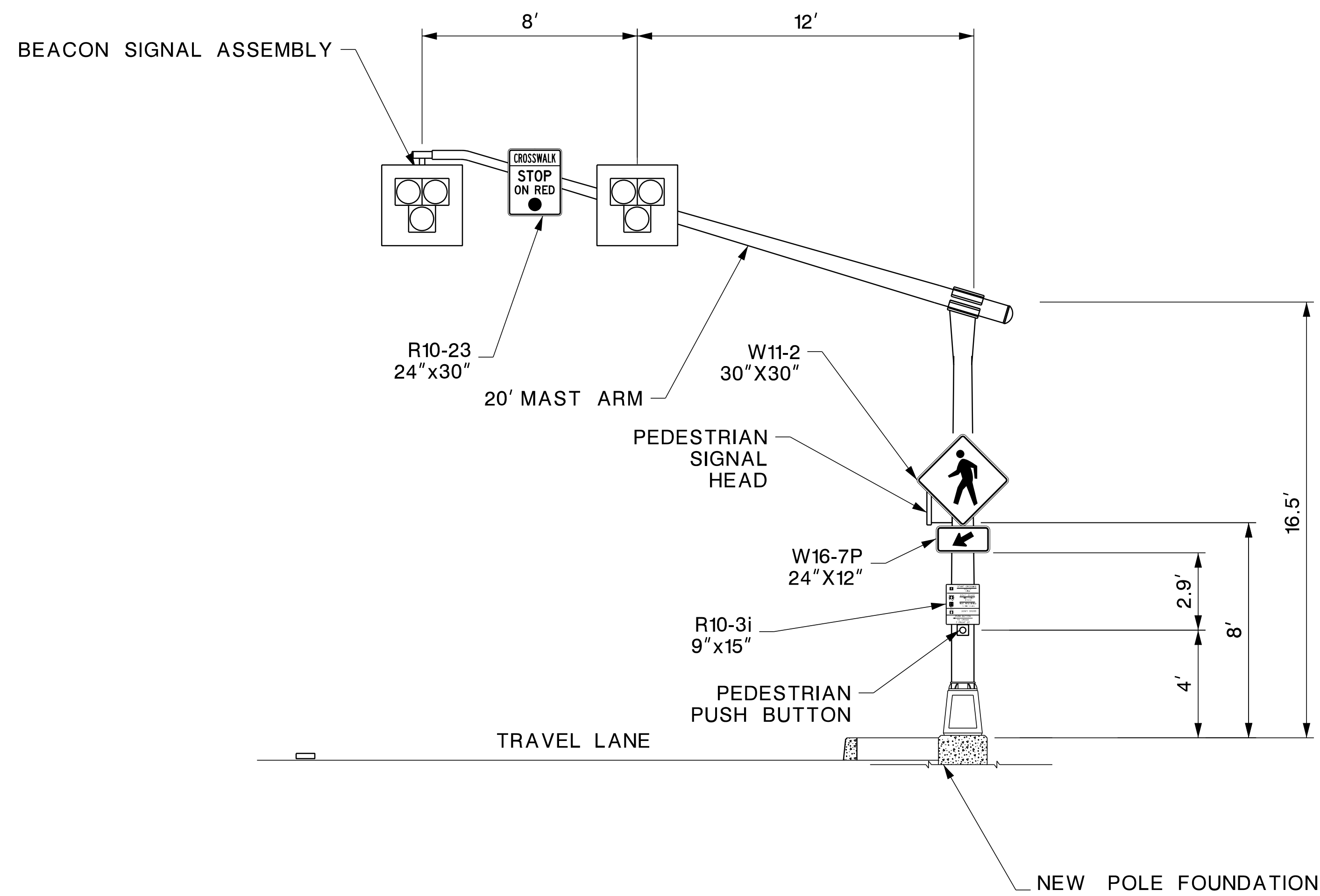
COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**ELECTRICAL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

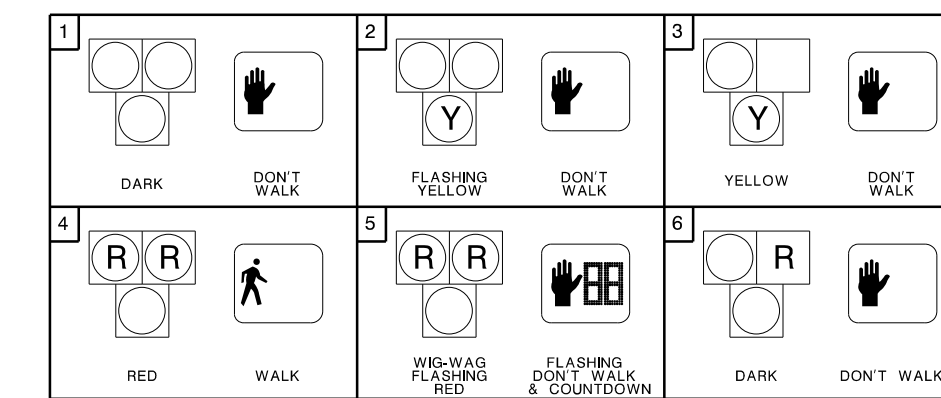
MALICK & SCHERER, P.C.

AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100



**PEDESTRIAN HYBRID BEACON ELEVATION VIEW**

**PEDESTRIAN HYBRID BEACON SEQUENCE**



**EAST FRONT STREET (CR 620) & SANDFORD AVENUE**

**WITH PEDESTRIAN ACTUATION**

Phase	Signal Faces		Time I (Sec.)
	1-4	5-6	
1) NB/SB East Front Street R.O.W.	DARK	DW	-
2) Flashing Yellow	FY	DW	3
3) Yellow	Y	DW	3
4) Red	R	W	7
5) Alternating Flashing Red	FR	FDW	13
6) NB/SB East Front Street R.O.W.	DARK	DW	-
Emergency Flash	DARK	DW	

**Notes:**

1. Traffic Signal to remain in Phase 1 until Pedestrian Actuated
2. No Phase shall be skipped.

E-6  
E-8

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**ELECTRICAL PLANS**

**EAST FRONT STREET  
INTERSECTION IMPROVEMENTS**

**EAST FRONT STREET (CR 620)  
AT SANDFORD AVENUE**

MALICK & SCHERER, P.C.

*AINO L. TOOTSOV*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

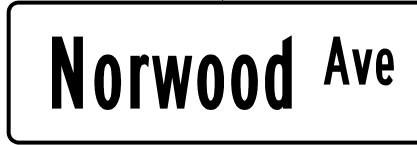
OVERHEAD STREET SIGNS



SIGN A  
60" X 18"  
(DOUBLE SIDED)

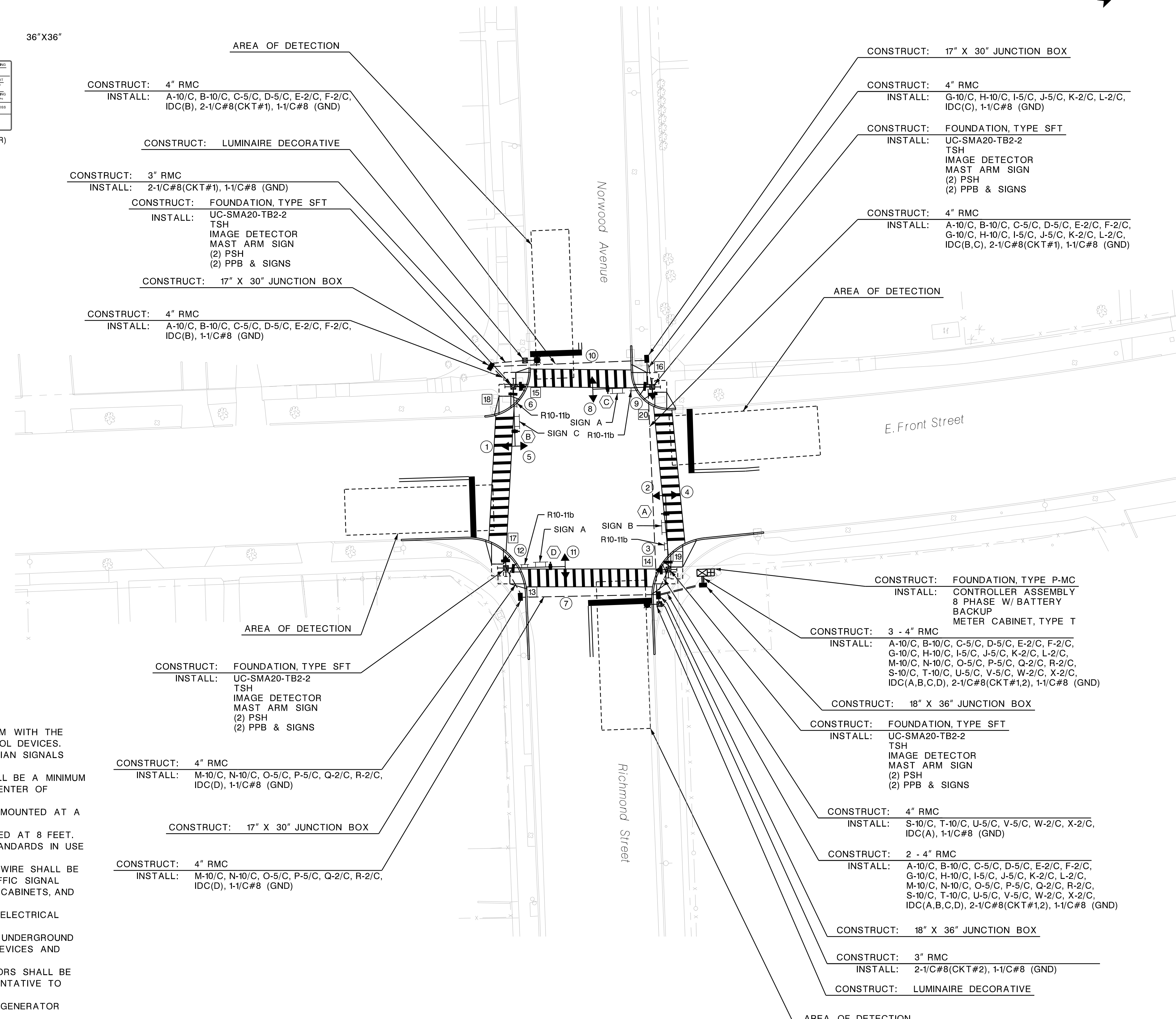
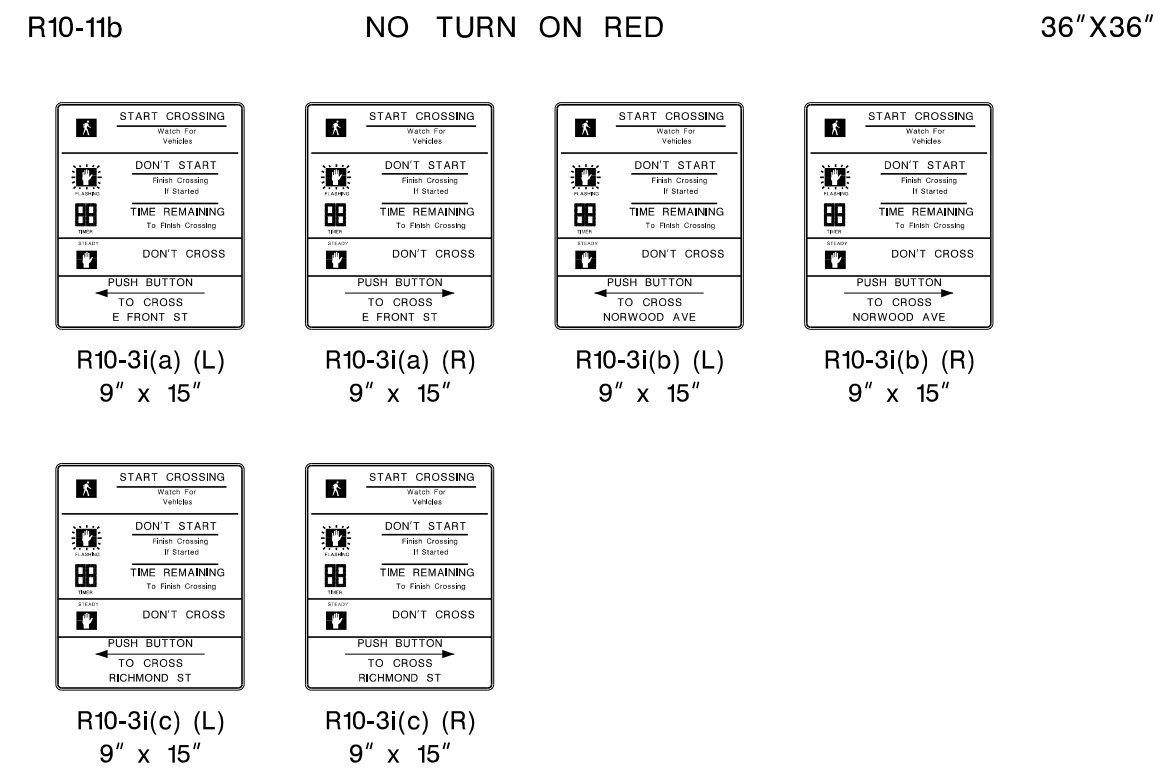


SIGN B  
54" X 18"  
(DOUBLE SIDED)

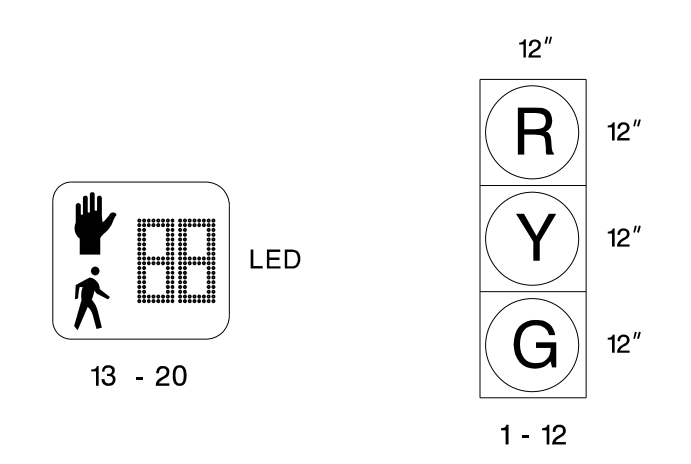
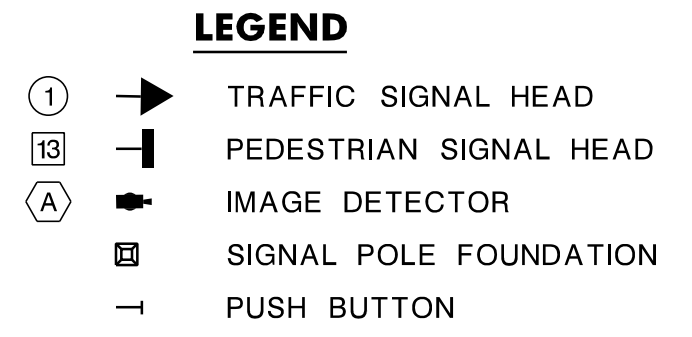


SIGN C  
54" X 18"  
(DOUBLE SIDED)

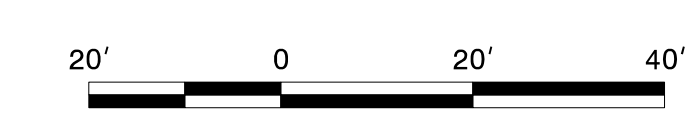
SIGN LEGEND



- NOTES:**
- ALL TRAFFIC CONTROL DEVICES SHALL CONFORM WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - ALL TRAFFIC SIGNAL INDICATIONS AND PEDESTRIAN SIGNALS SHALL BE LED.
  - ALL ALUMINUM ALLOY SIGNAL STANDARDS SHALL BE A MINIMUM OF 32 INCHES FROM THE FACE OF CURB TO CENTER OF STANDARD.
  - TRAFFIC SIGNAL HEADS 1,2,4,5,7,8,10 & 11 TO BE MOUNTED AT A MINIMUM HEIGHT OF 15'-6".
  - PEDESTRIAN SIGNAL HEADS 13-20 TO BE MOUNTED AT 8 FEET.
  - WIRE CODING TO CONFORM WITH CURRENT STANDARDS IN USE BY THE COUNTY OF UNION.
  - #8 AWG, INSULATED (COLORED GREEN) GROUND WIRE SHALL BE INSTALLED CONTINUOUS THROUGHOUT THE TRAFFIC SIGNAL SYSTEM AND SECURED TO ALL GROUND RODS, CABINETS, AND TRAFFIC SIGNAL BASES.
  - CONTRACTOR SHALL COORDINATE AND OBTAIN ELECTRICAL SERVICE FOR THE INTERSECTION.
  - CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF SIGNAL DEVICES AND SIGNS.
  - MOUNTING LOCATIONS FOR THE IMAGE DETECTORS SHALL BE DETERMINED BY THE MANUFACTURER'S REPRESENTATIVE TO ASSURE PROPER OPERATION.
  - THE CONTROLLER SHALL BE EQUIPPED WITH A GENERATOR CONNECTION.
  - ALL ABOVE GROUND TRAFFIC SIGNAL EQUIPMENT INCLUDING TRAFFIC SIGNAL POLES, MAST ARMS, BASES, HARDWARE, HOUSINGS AND CABINET SHALL BE POWDER-COATED BLACK.
  - THE CONTRACTOR SHALL TRIM TREE BRANCHES AS NECESSARY FOR SIGNAL VISIBILITY AT THE DISCRETION OF THE ENGINEER.



**NOTE:**  
BACK PLATES SHALL BE INSTALLED ON ALL MAST ARM MOUNTED SIGNAL HEADS.



EAST FRONT STREET (CR 620)  
AT RICHMOND STREET/  
NORWOOD AVENUE

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**ELECTRICAL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*Malick Scherer*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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project EAST FRONT STREET INTERSECTION IMPROVEMENTS  
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**EAST FRONT STREET (CR 620) & NORWOOD AVENUE/RICHMOND STREET**

**ACTUATED OPERATION**

**WITHOUT PEDESTRIAN ACTUATION**

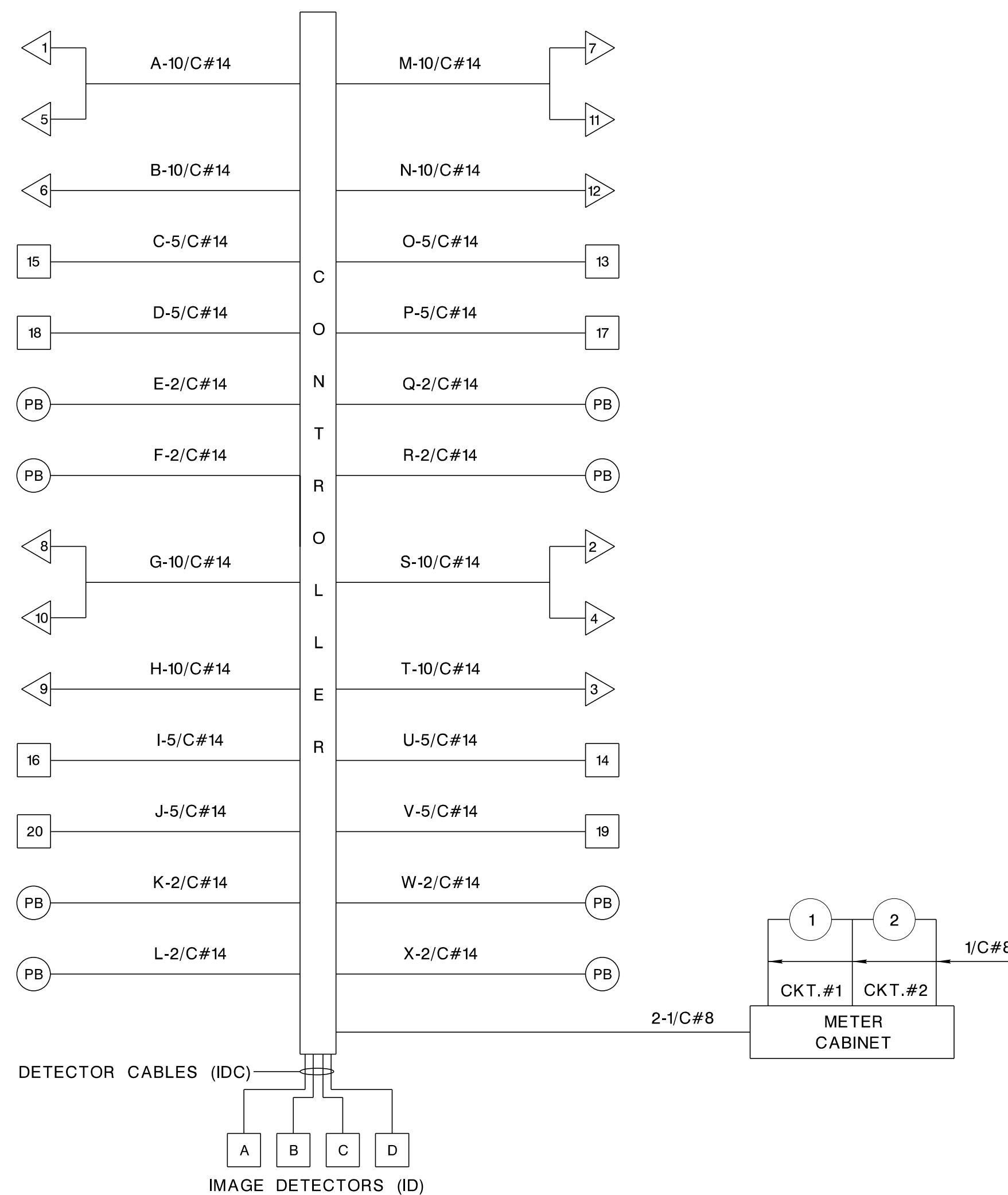
Phase	Signal Faces	Signal Faces				Time I (Sec.)	Time II (Sec.)
		1-6	7-12	13-16	17-20		
1) NB/SB East Front Street R.O.W.	G	R	DW	DW	7 - 26	7 - 21	
	Change	Y	R	DW	3	3	
	Clearance	R	R	DW	2	2	
2) EB/WB Norwood Ave/Richmond St R.O.W.	R	G	DW	DW	7 - 24	7 - 29	
	Change	R	Y	DW	3	3	
	Clearance	R	R	DW	2	2	

**WITH PEDESTRIAN ACTUATION**

Phase	Signal Faces	Signal Faces				Time I (Sec.)	Time II (Sec.)
		1-6	7-12	13-16	17-20		
1) NB/SB East Front Street R.O.W.	G	R	W	DW	7	7	
	Pedestrian Clearance	G	R	FDW	19	14	
	Change	Y	R	DW	3	3	
	Clearance	R	R	DW	2	2	
2) EB/WB Norwood Ave/Richmond St R.O.W.	R	G	DW	W	7	7	
	Pedestrian Clearance	R	G	FDW	17	22	
	Change	R	Y	DW	3	3	
	Clearance	R	R	DW	2	2	
Emergency Flash	Y	R	DARK	DARK			

- Notes:
- Pedestrian timing is only used during pedestrian recall or when push button is actuated.
  - Vehicle extension to be set at 3 seconds.
  - Manual control is to be disconnected.
  - Memory Circuit [OFF]
  - Controller to rest in Phase  $\phi$ 1
  - Time of Day Schedule:  
Time I, Monday-Friday, 7:00 AM to 10:00 AM, AND ALL OTHER TIMES  
Time II, Monday-Friday, 4:00 PM to 7:00 PM

**BLOCK WIRING DIAGRAM**



ITEM NO.	TO BE CONSTRUCTED	CONTRACT QUANTITY
47	REGULATORY AND WARNING SIGNS	36 SF
48	OVERHEAD STREET NAME SIGNS	58 SF
55	2" RIGID METALLIC CONDUIT	22 LF
56	3" RIGID METALLIC CONDUIT	15 LF
57	4" RIGID METALLIC CONDUIT	250 LF
58	17" X 30" JUNCTION BOX	3 U
59	18" X 36" JUNCTION BOX	2 U
60	FOUNDATION, TYPE SFT	4 U
61	FOUNDATION, TYPE P-MC	1 U
63	METER CABINET, TYPE T	1 U
64	GROUND WIRE, NO. 8 AWG	340 LF
65	MULTIPLE LIGHTING WIRE, NO. 8 AWG	455 LF
66	SERVICE WIRE, NO. 6 AWG	214 LF
67	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	1 U
69	SINGLE MEMBER ARM & ASSEMBLY, UC-SMA-20-TB2-2	4 U
72	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	1095 LF
73	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	1095 LF
74	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	1095 LF
75	TRAFFIC SIGNAL HEAD	4 U
76	PEDESTRIAN SIGNAL HEAD	8 U
77	PUSH BUTTON	8 U
78	IMAGE DETECTOR	4 U
79	CONTROLLER TURN ON	1 U
80	LUMINAIRE DECORATIVE	2 U
82	TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER	1 U



E-8  
E-8

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

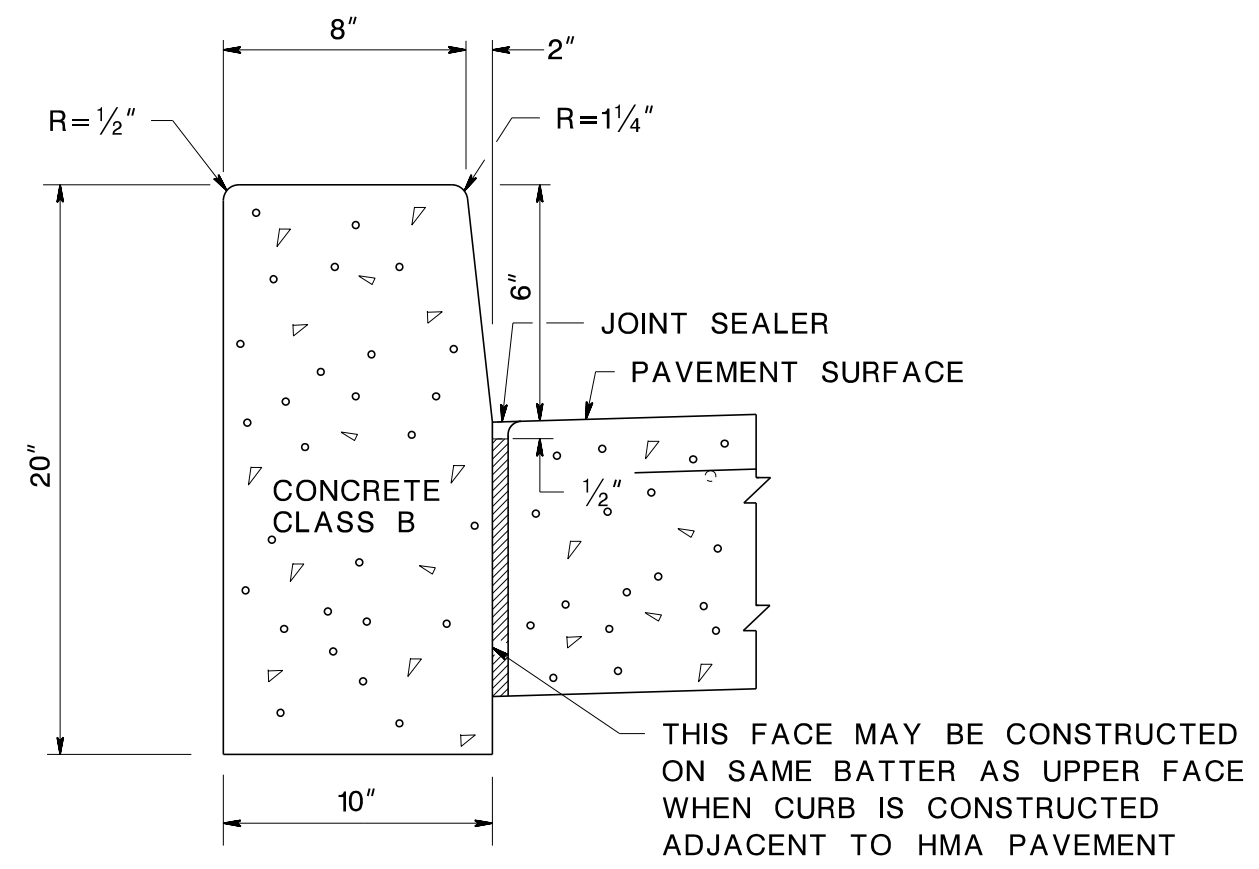
**ELECTRICAL PLANS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*Malick Scherer*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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EAST FRONT STREET (CR 620)  
AT RICHMOND STREET/  
NORWOOD AVENUE



**10" X 20" CONCRETE VERTICAL CURB**

DTL-1  
DTL-1

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**CONSTRUCTION DETAILS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.










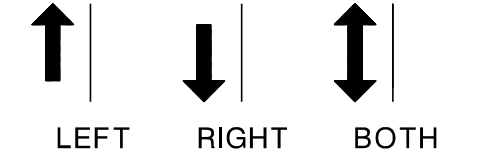

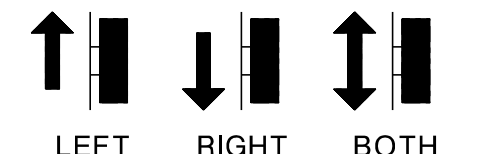


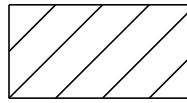


*Aino L. Tootsov*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

34  
62



**LEGEND**

-  BREAKAWAY BARRICADES
-  BREAKAWAY BARRICADES WITH SIGN
-  CONSTRUCTION SIGNS
-  DRUMS
-  CONE
-  CONSTRUCTION BARRIER CURB (TYPE SPECIFIED)
-  DIRECTION OF TRAFFIC FLOW
-  TRAFFIC DIRECTOR, FLAGGER
-  TRAILER MOUNTED MOUNTED ARROW BOARD SHOWING CAUTION MODE
-  ILLUMINATED FLASHING ARROW MOUNTED ON TOWING VEHICLE SHOWING ARROW PATTERN (LEFT, RIGHT, BOTH)
-  TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING CAUTION MODE
-  TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION AND ARROW BOARD SHOWING ARROW PATTERN (LEFT, RIGHT, BOTH)
-  TEMPORARY CRASH CUSHION, INERTIAL BARRIER SYSTEM
-  TEMPORARY CRASH CUSHION, (ALL OTHER APPROVED)
-  BUFFER ZONE
-  WORK AREA
-  PAINT STRIPING TRUCK OR OTHER OPERATING VEHICLE

**GENERAL NOTES:**

1. TRAFFIC CONTROL, STAGING PLANS, AND TEMPORARY SIGNAL PLANS/TIMING SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO START OF ANY CONSTRUCTION. THE PLANS SHALL UTILIZE THE NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) STANDARD ROADWAY CONSTRUCTION DETAILS FOR TRAFFIC CONTROL.
2. ALL NECESSARY TRAFFIC CONTROL DEVICES SHALL BE PLACED PRIOR TO CONSTRUCTION ACTIVITIES AND SHALL BE MAINTAINED IN GOOD CONDITION THROUGHOUT THE DURATION OF CONSTRUCTION.
3. ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
4. THE EXISTING TRAFFIC CONTROL SIGNAL IS TO REMAIN IN OPERATION UNTIL ACTIVATION OF THE NEW TRAFFIC CONTROL SIGNAL.
5. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH UTILITY OWNERS AS REQUIRED.
6. THE CONTRACTOR SHALL PROTECT ALL EXCAVATED AREAS AT THE END OF EACH WORK DAY BY BACKFILLING WITH BASE COURSE OR OTHER MEANS SATISFACTORY TO THE RESIDENT ENGINEER.
7. MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - PART 6 "STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENT MANAGEMENT OPERATIONS," UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS.
8. THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN ACCESS AT ALL TIMES, IN ACCORDANCE WITH THE MUTCD, PART 6, SECTION 6H.01, FIGURES 6H-28 AND 6H-29.
9. THE CONTRACTOR SHALL MAINTAIN DRIVEWAY ACCESS THROUGHOUT THE DURATION OF THE PROJECT.
10. THE FINAL HMA SURFACE COURSE SHALL NOT BE CONSTRUCTED UNTIL THE FINAL STAGE OF THE PROJECT UNLESS OTHERWISE DIRECTED BY THE ENGINEER. MANHOLES AND INLETS SHALL BE SET TO FINISHED GRADE AND TEMPORARY PAVEMENT RAMPS ARE TO BE CONSTRUCTED AROUND THEM WITH A MINIMUM OF 20H:1V SLOPE IN ALL DIRECTIONS USING HOT MIX ASPHALT PAVEMENT. THIS TEMPORARY MATERIAL WILL BE REMOVED IMMEDIATELY PRIOR TO PLACING THE SURFACE COURSE.

REGULATORY APPROACH SPEED OF TRAFFIC MILES/HOUR	RECOMMENDED SIGHT DISTANCE TO BEGINNING OF CHANNELIZING TAPERS		
	DESIRABLE		MINIMUM
	RURAL FEET	URBAN FEET	RURAL AND URBAN FEET
25	375	525	150
30	450	625	200
35	525	725	250
40	600	825	325
45	675	925	400
50	750	1025	475
55	875	1150	550
60	1000	1275	650
65	1050		725

**NOTES:**

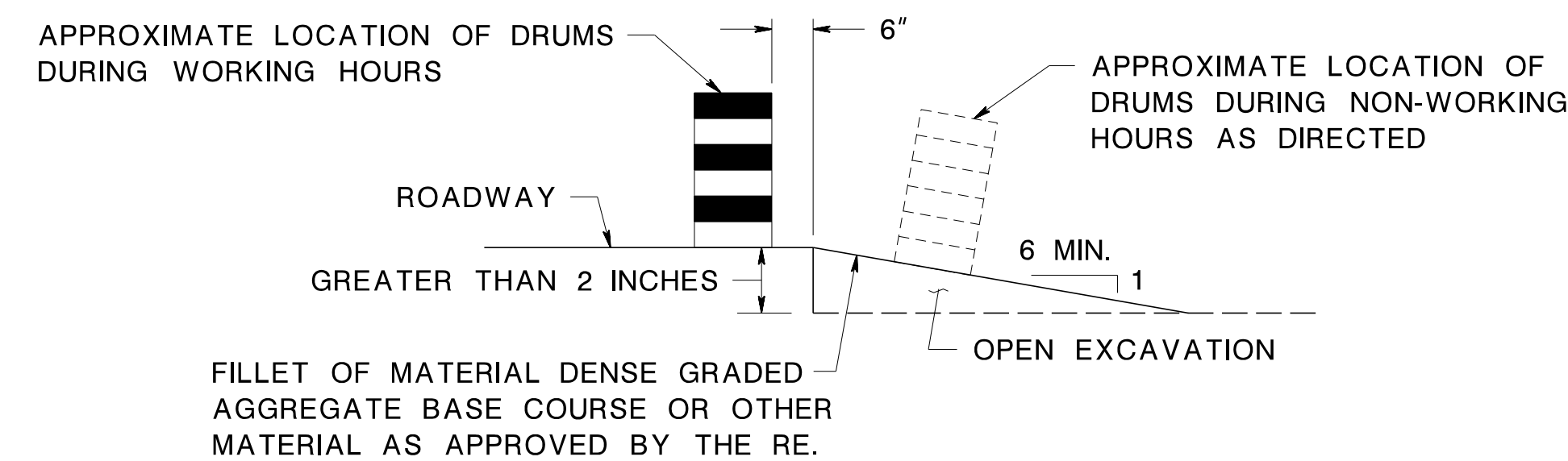
1. AVOIDANCE MANEUVER IS FOR A SPEED, PATH, AND / OR DIRECTION CHANGE PRIOR TO THE BEGINNING OF CHANNELIZING TAPERS.
2. RECOMMENDED DISTANCES BETWEEN TWO SEPARATE LANE CLOSURES ARE DOUBLE THE VALUES SHOWN ABOVE.
3. RURAL AND URBAN ROAD DESIGNATIONS ARE AS DEFINED IN THE NJDOT STATE HIGHWAY STRAIGHT LINE DIAGRAMS.
4. PROVIDE DESIRABLE VALUES WHEREVER POSSIBLE. IF IT IS NOT FEASIBLE OR PRACTICAL TO PROVIDE DESIRABLE VALUES BECAUSE OF HORIZONTAL OR VERTICAL CURVATURE OR IF RELOCATION OF THE TAPER IS NOT POSSIBLE, THEN MINIMUM VALUES CAN BE APPLIED. WHEN MINIMUM VALUES ARE USED, PAY SPECIAL ATTENTION TO THE USE OF SUITABLE TRAFFIC CONTROL DEVICES WHEN PROVIDING ADVANCED WARNING OF THE CONDITIONS THAT ARE LIKELY TO BE ENCOUNTERED.
5. LOCATE TAPERS TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.

REGULATORY APPROACH SPEED OF TRAFFIC MILES / HOUR	RECOMMENDED TAPER LENGTH AND SPACING FOR CHANNELIZING TAPERS				MAXIMUM DEVICE (B) SPACING ALONG TAPERS IN FEET	RECOMMENDED SPACING ALONG TANGENTS	
	MINIMUM TAPER RATIO IN LENGTH PER FOOT OF WIDTH	MINIMUM TAPER LENGTH L - FOR LANE WIDTHS					MAXIMUM DEVICE (D) SPACING ALONG TANGENTS IN FEET
		10'	11'	12'			
25	10.5:1	105	115	125	25	50	
30	15:1	150	165	180	30	60	
35	20.5:1	205	225	245	35	70	
40	27:1	270	300	325	40	80	
45	45:1	450	495	540	45	90	
50	50:1	500	550	600	50	100	
55	55:1	550	605	660	55	110	
60	60:1	600	660	720	60	120	
65	65:1	650	715	780	65	130	

**NOTE:**

THE MAXIMUM DEVICE SPACING ALONG CURVES IS DEFINED FOR TAPERS (B) IN THE ABOVE TABLE.

CONSTRUCTION SIGNS					
SIGN DESIGNATION	MESSAGE	SIZE " x "	AREA IN S.F.	REQUIRED QUANTITY IN NUMBER	TOTAL AREA IN S.F.
W20-1A	ROAD WORK 1500 FT.	48" x 48"	16	4	64
W20-1D	ROAD WORK 1 MILE	48" x 48"	16	4	64
W20-1D	ROAD WORK 1/2 MILE	48" x 48"	16	4	64
W20-1F	ROAD WORK AHEAD	48" x 48"	16	4	64
W20-7B	BE PREPARED TO STOP	48" x 48"	16	4	64
W5-1 (S)	ROAD NARROWS	48" x 48"	16	4	64
W1-4AL (S)	SHIFT LEFT ARROW	48" x 48"	16	2	32
W1-4AR (S)	SHIFT RIGHT ARROW	48" x 48"	16	2	32
W1-6	ARROW (POINTING TO LEFT)	48" x 24"	8	12	96
W1-6	ARROW (POINTING TO RIGHT)	48" x 24"	8	12	96
G20-2A	END ROADWORK	48" x 48"	16	4	64
W99-2	GIVE US A BRAKE	48" x 48"	16	2	32
W16-2P	500 FT. (SUPPLEMENTAL PLATE)	24" x 18"	3	2	6
W20-7A	FLAGGER (SYMBOL)	48" x 48"	16	2	32
M4-8a	END DETOUR	24" x 18"	3	4	12
M4-9b(L)	PEDESTRIAN DETOUR LEFT	30" x 24"	5	2	10
M4-9b(R)	PEDESTRIAN DETOUR RIGHT	30" x 24"	5	2	10
R9-9	SIDEWALK CLOSED	24" x 12"	2	2	4
R9-11L	SIDEWALK CLOSED AHEAD CROSS LEFT	24" x 18"	3	2	6
R9-11R	SIDEWALK CLOSED AHEAD CROSS RIGHT	24" x 18"	3	2	6
S-1	SIDEWALK CLOSED AHEAD	24" x 12"	2	2	4
CONSTRUCTION SIGN TOTAL					826



**NOTE:**

ESCAPE RAMPS MUST BE CONSTRUCTED AND MAINTAINED DURING NON-WORKING HOURS WHERE A VERTICAL DROP GREATER THAN 2 INCHES EXISTS ADJACENT TO TRAVELED LANE.

**ESCAPE RAMP DETAIL**

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC CONTROL DETAILS**

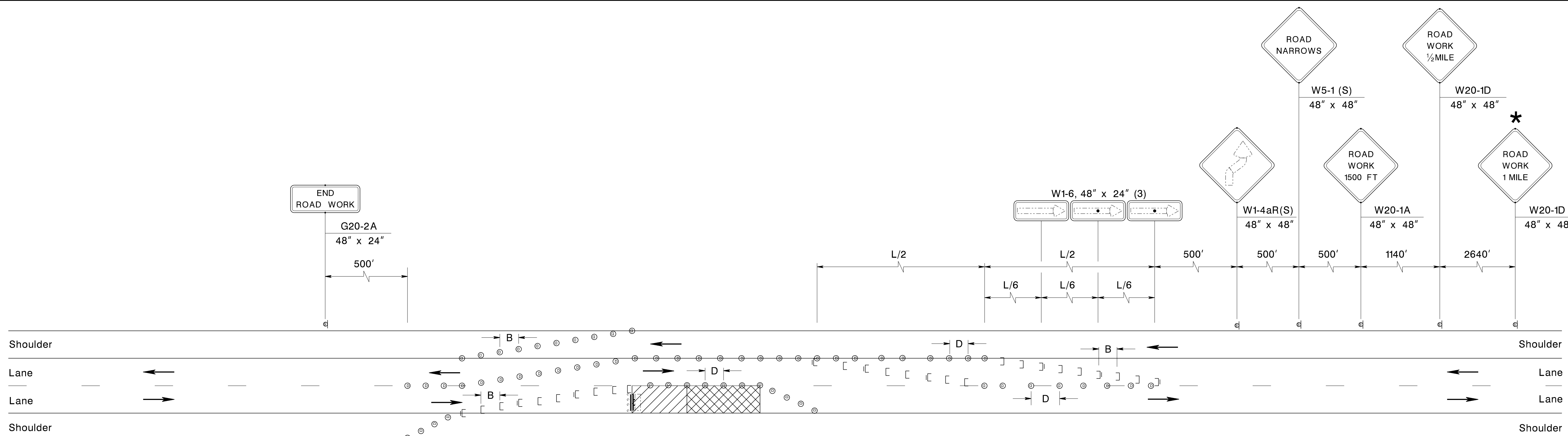
EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.

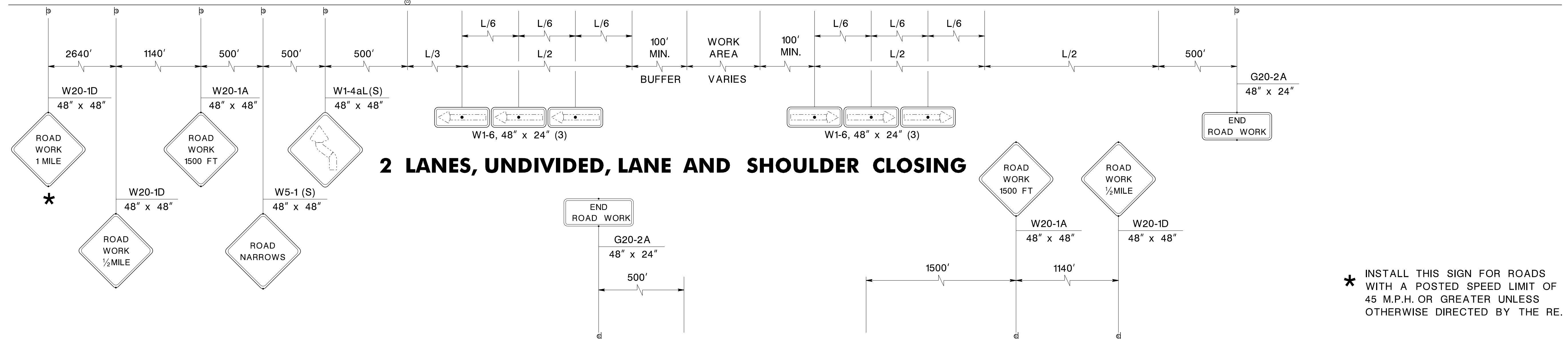
*AINO L. TOOTSOV*  
AINO L. TOOTSOV

NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

TC-1  
TC-7



**2 LANES, UNDIVIDED, LANE AND SHOULDER CLOSING**



**2 LANES, UNDIVIDED, SHOULDER CLOSING**

\* INSTALL THIS SIGN FOR ROADS WITH A POSTED SPEED LIMIT OF 45 M.P.H. OR GREATER UNLESS OTHERWISE DIRECTED BY THE RE.

**NOTE:**  
SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TC-1 FOR VALUES OF L, B, AND D.

N.T.S.

COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

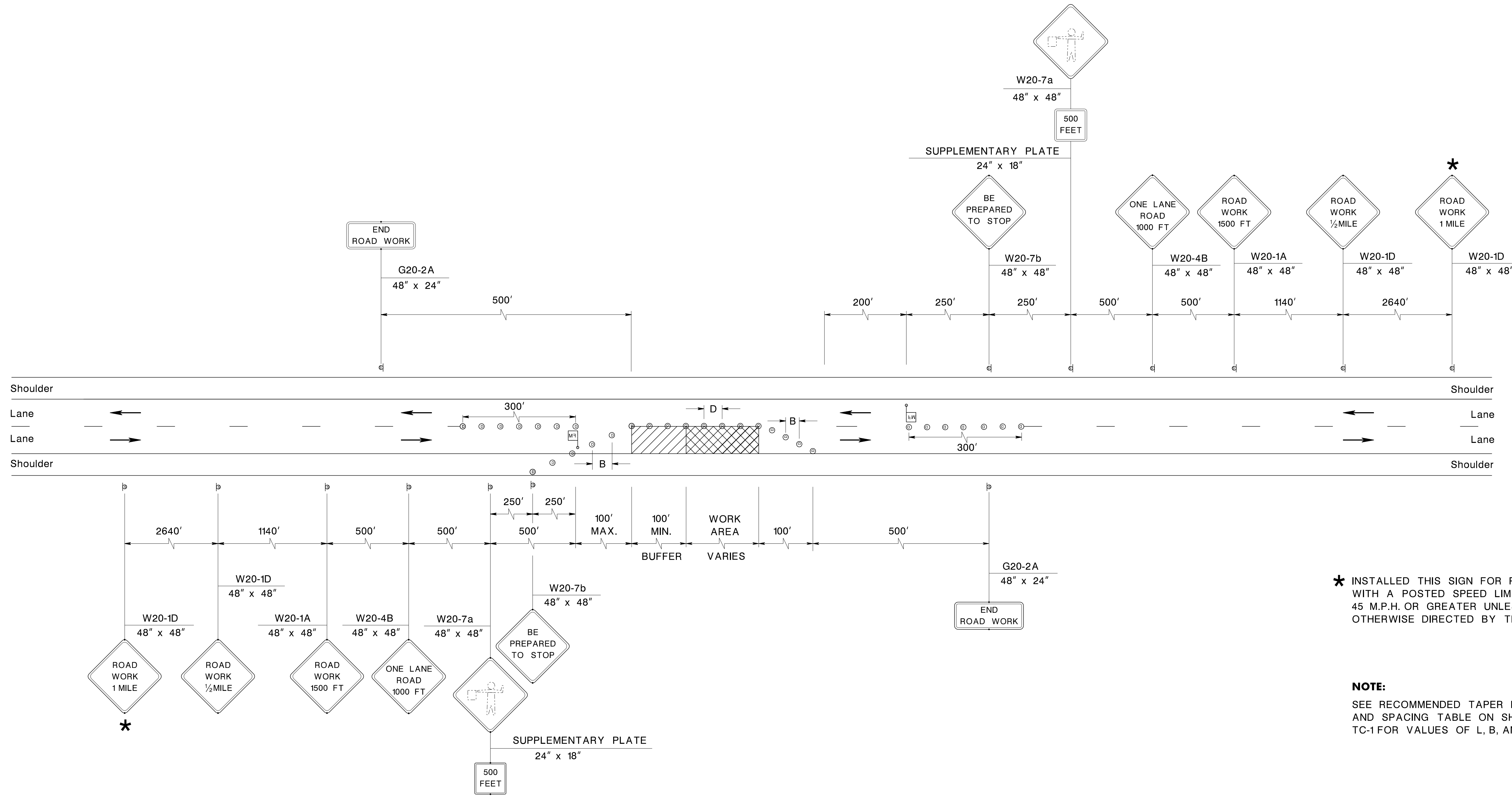
**TRAFFIC CONTROL DETAILS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

TC-2  
TC-7

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\* INSTALLED THIS SIGN FOR ROADS WITH A POSTED SPEED LIMIT OF 45 M.P.H. OR GREATER UNLESS OTHERWISE DIRECTED BY THE RE.

**NOTE:**  
SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TC-1 FOR VALUES OF L, B, AND D.

**2 LANES, UNDIVIDED, LANE AND SHOULDER CLOSING WITH FLAGGING**

N.T.S.

TC-3  
TC-7

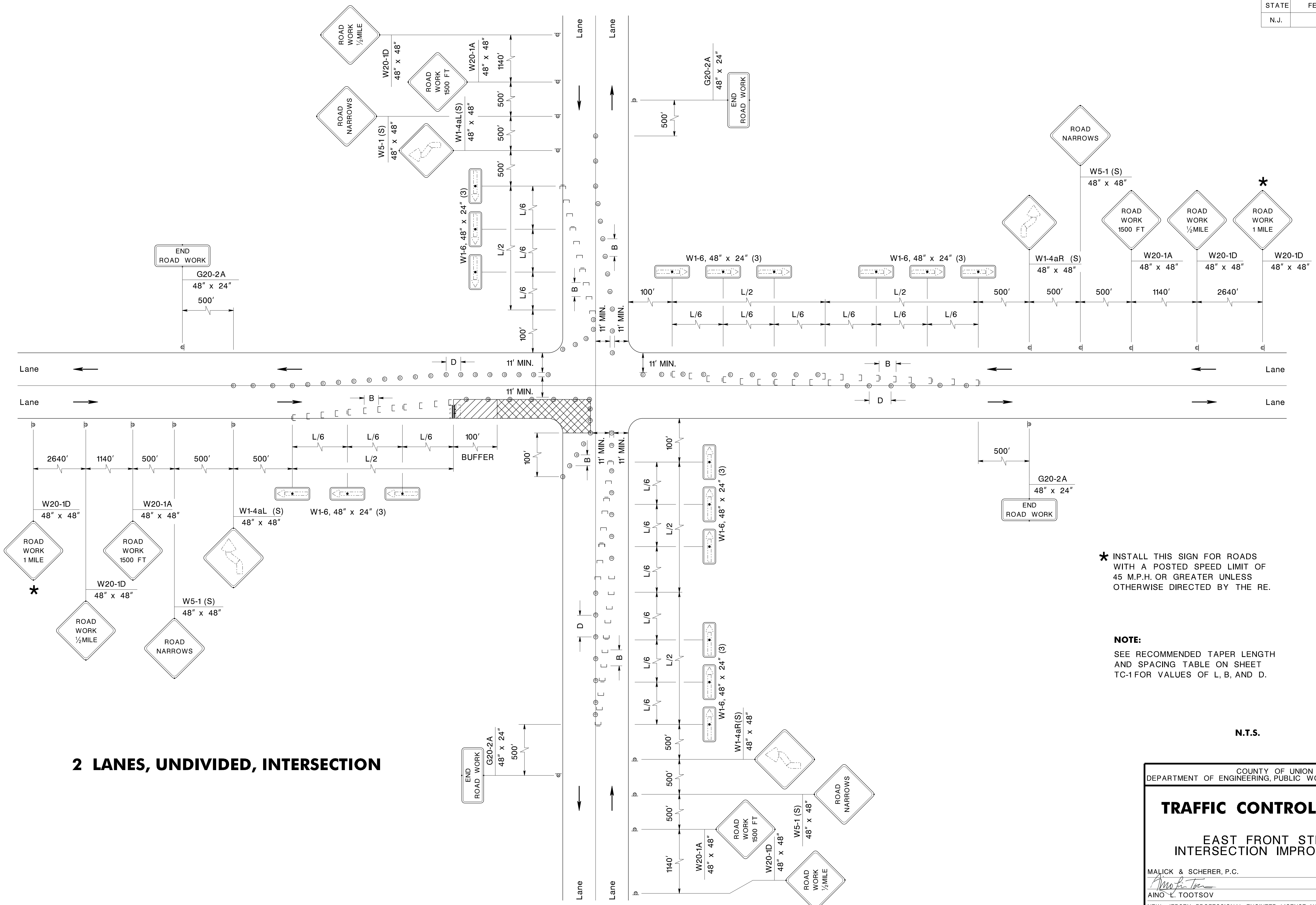
COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC CONTROL DETAILS**

EAST FRONT STREET  
INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
*AINO L. TOOTSOV*  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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\* INSTALL THIS SIGN FOR ROADS WITH A POSTED SPEED LIMIT OF 45 M.P.H. OR GREATER UNLESS OTHERWISE DIRECTED BY THE RE.

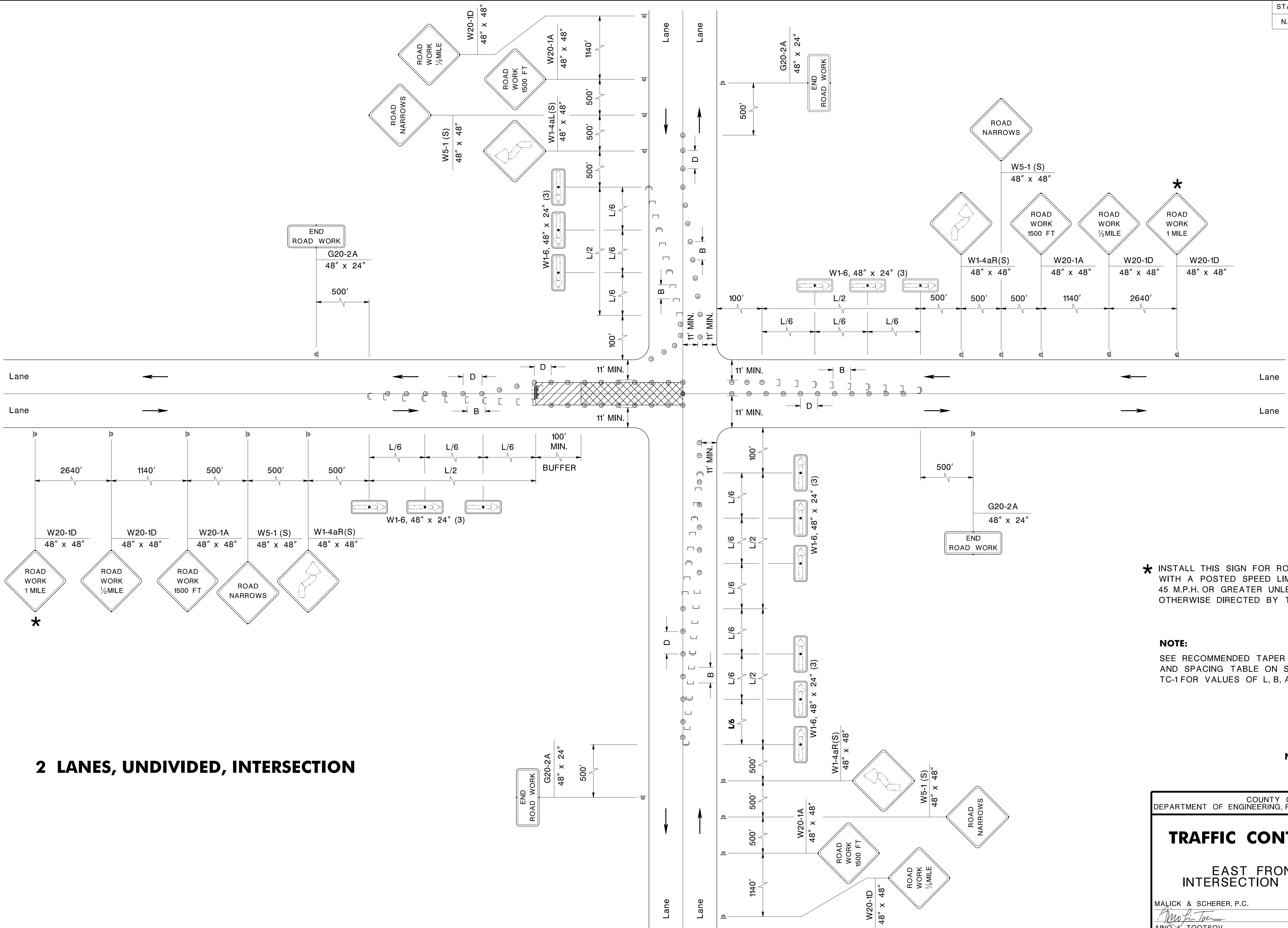
**NOTE:**  
SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TC-1 FOR VALUES OF L, B, AND D.

N.T.S.

**2 LANES, UNDIVIDED, INTERSECTION**

TC-4	TC-7
COUNTY OF UNION DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES	
<b>TRAFFIC CONTROL DETAILS</b>	
EAST FRONT STREET INTERSECTION IMPROVEMENTS	
MALICK & SCHERER, P.C.	
<i>AINO L. TOOTSOV</i>	
AINO L. TOOTSOV	
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100	

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**2 LANES, UNDIVIDED, INTERSECTION**

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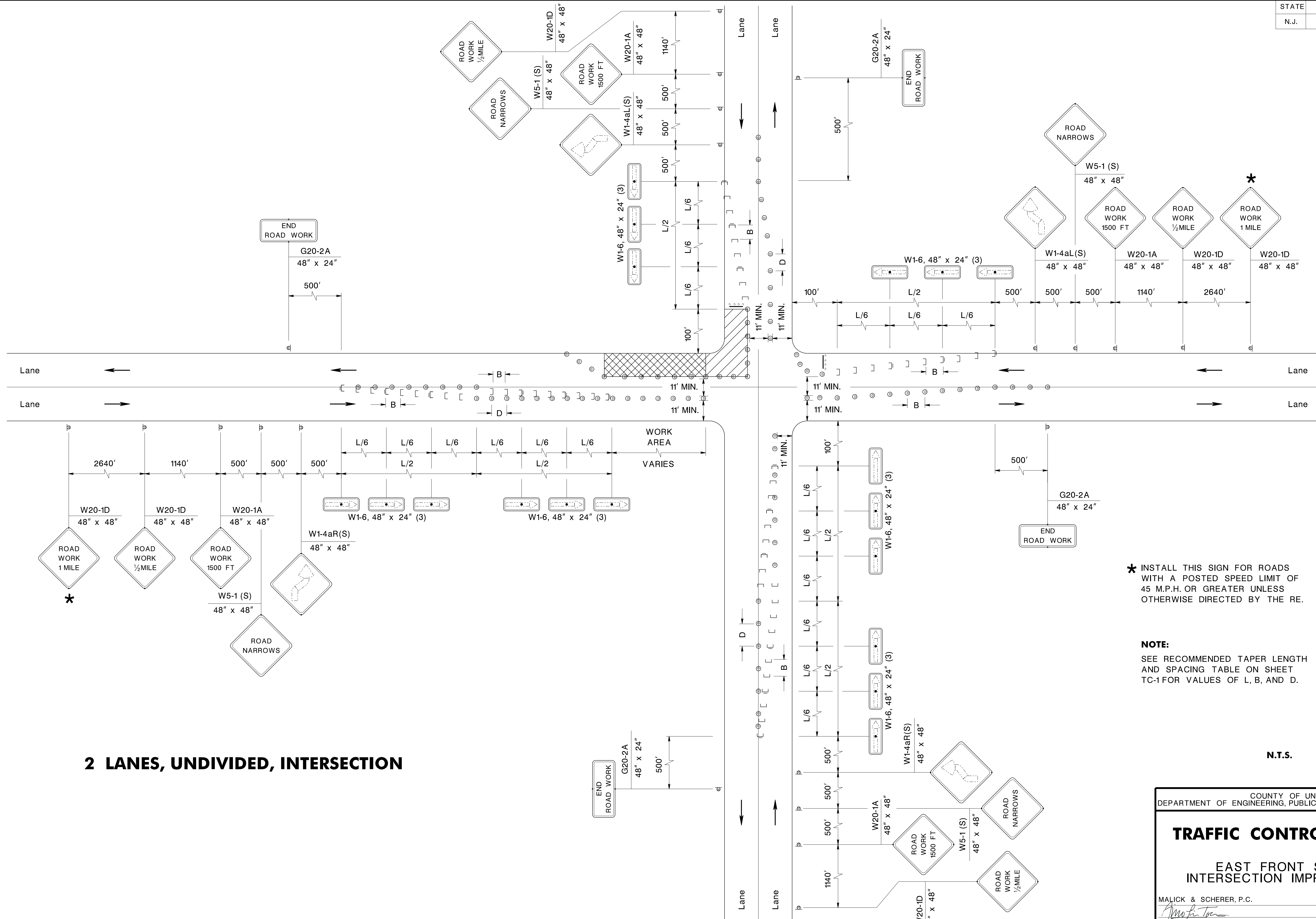
**NOTE:**  
SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TC-1 FOR VALUES OF L, B, AND D.

N.T.S.

COUNTY OF UNION DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES	
<b>TRAFFIC CONTROL DETAILS</b>	
EAST FRONT STREET INTERSECTION IMPROVEMENTS	
MALICK & SCHERER, P.C.	
<i>AINO L. TOOTSOV</i>	
AINO L. TOOTSOV	
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100	

TC-5  
TC-7

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**2 LANES, UNDIVIDED, INTERSECTION**

\* INSTALL THIS SIGN FOR ROADS WITH A POSTED SPEED LIMIT OF 45 M.P.H. OR GREATER UNLESS OTHERWISE DIRECTED BY THE RE.

NOTE:  
SEE RECOMMENDED TAPER LENGTH AND SPACING TABLE ON SHEET TC-1 FOR VALUES OF L, B, AND D.

N.T.S.

TC-6  
TC-7

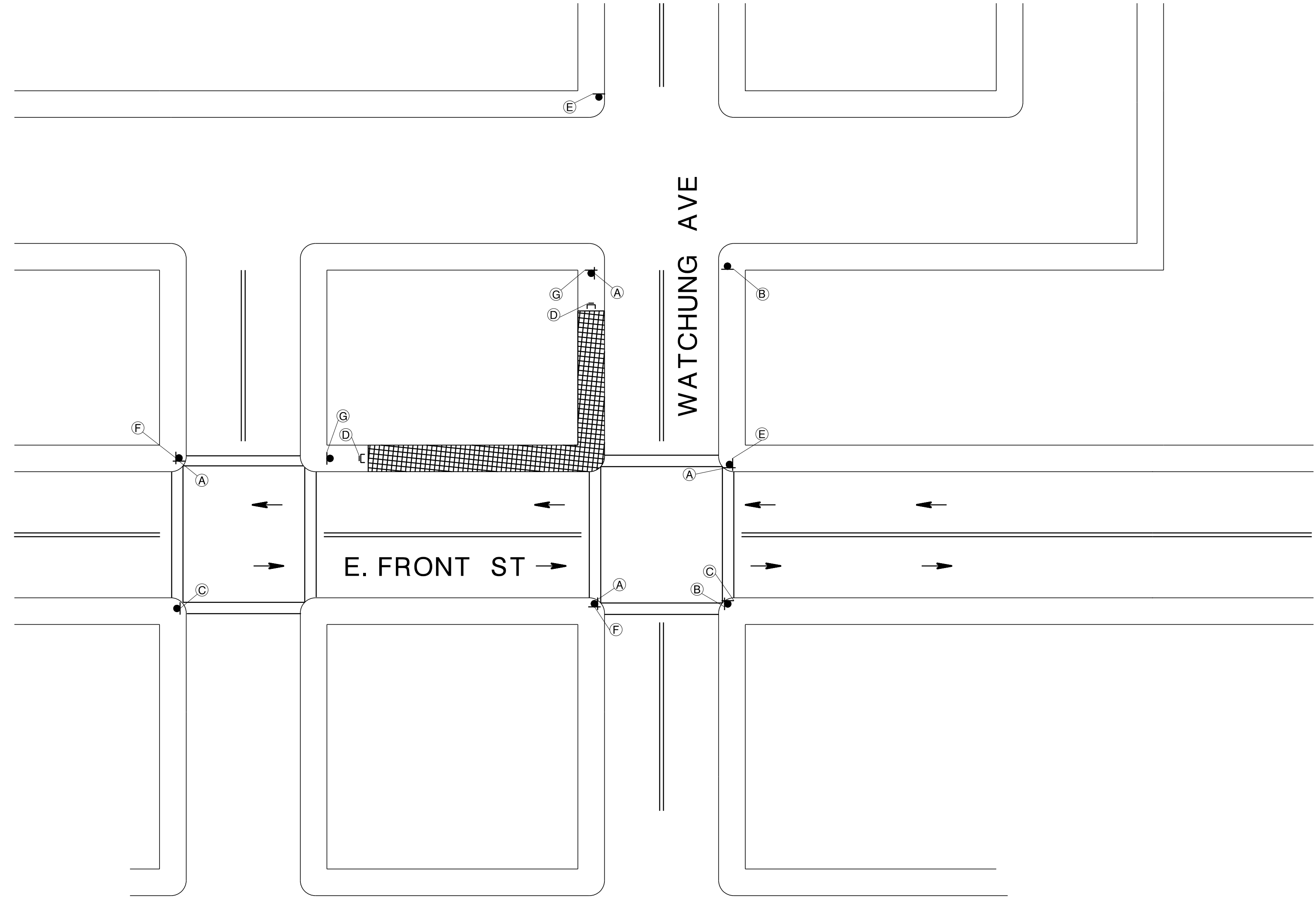
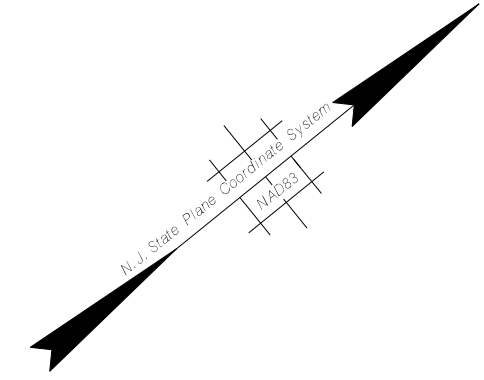
COUNTY OF UNION  
DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC CONTROL DETAILS**

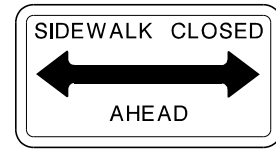
**EAST FRONT STREET INTERSECTION IMPROVEMENTS**

MALICK & SCHERER, P.C.  
AINO L. TOOTSOV  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

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SIGN TABLE						
SIGN NO.	SIGN DESCRIPTION	TYPE	SIZE	AREA IN S.F.	QTY	TOTAL AREA
A	END DETOUR	M4-8a	24"X18"	3	4	12
B	PEDESTRIAN DETOUR LEFT	M4-9b(L)	30"X24"	5	2	10
C	PEDESTRIAN DETOUR RIGHT	M4-9b(R)	30"X24"	5	2	10
D	SIDEWALK CLOSED	R9-9	24"X12"	2	2	4
E	SIDEWALK CLOSED AHEAD CROSS LEFT	R9-11L	24"X18"	3	2	6
F	SIDEWALK CLOSED AHEAD CROSS RIGHT	R9-11R	24"X18"	3	2	6
G	SIDEWALK CLOSED AHEAD	S-1	24"X12"	2	2	4



SIGN NOTE:  
 1. SIGN S-1 IS A MODIFIED R9-10. THE CONTRACTOR IS TO USE SIGN S-1 AS IT IS SHOWN ABOVE.

PEDESTRIAN DETOUR STAGING PLAN

N.T.S.

- NOTES:
- LAYOUT SHOWN ABOVE IS FOR CONSTRUCTION ALONG THE NORTHWEST QUADRANT OF EAST FRONT STREET AND WATCHUNG AVENUE. THE CONTRACTOR SHALL USE A SIMILAR LAYOUT FOR THE CONSTRUCTION OF THE REMAINING QUADRANTS OF EAST FRONT STREET AND WATCHUNG AVENUE.
  - THE REMAINING INTERSECTIONS IN THE PROJECT TO USE SIMILAR LAYOUT.

TC-7

TC-7

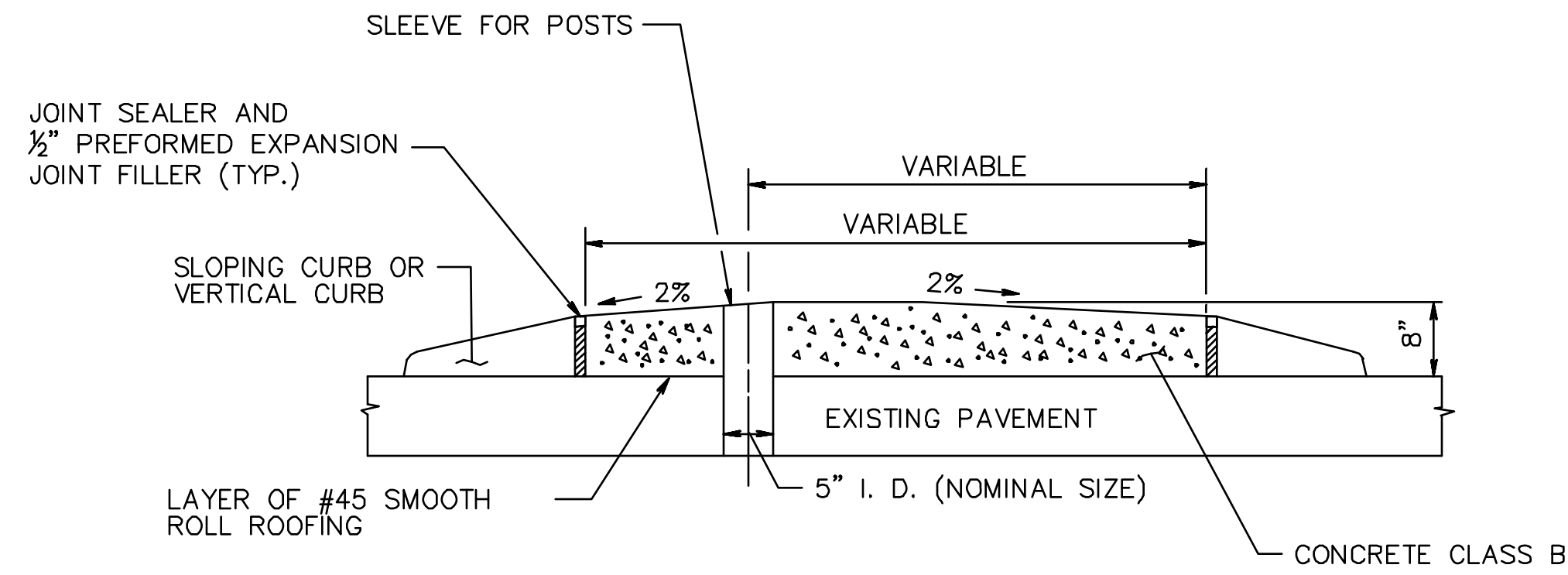
COUNTY OF UNION  
 DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES

**TRAFFIC CONTROL DETAILS**

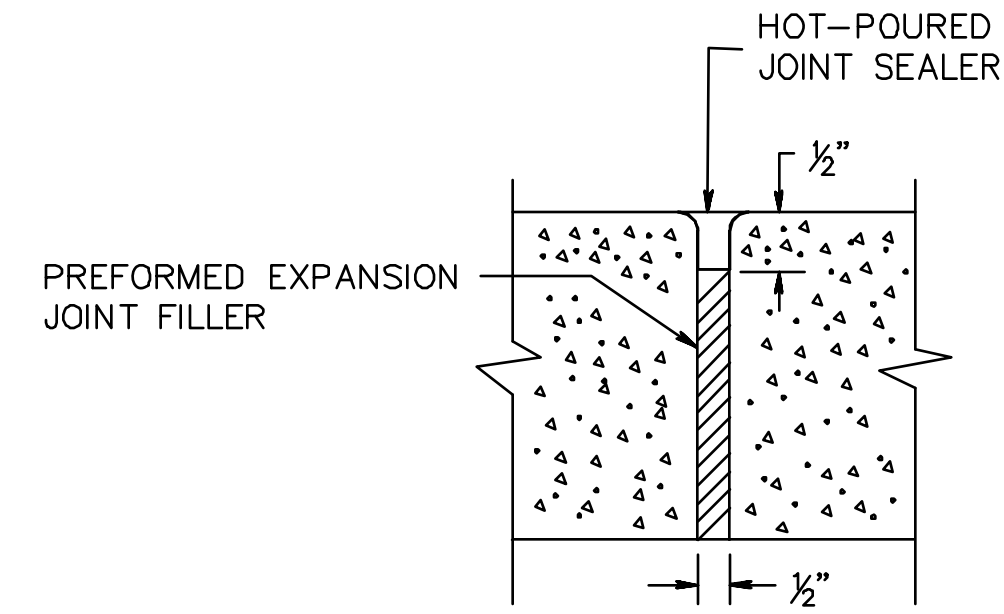
EAST FRONT STREET  
 INTERSECTION IMPROVEMENTS

MALICK & SCHERER, P.C.  
 AINO L. TOOTSOV  
 NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04199100

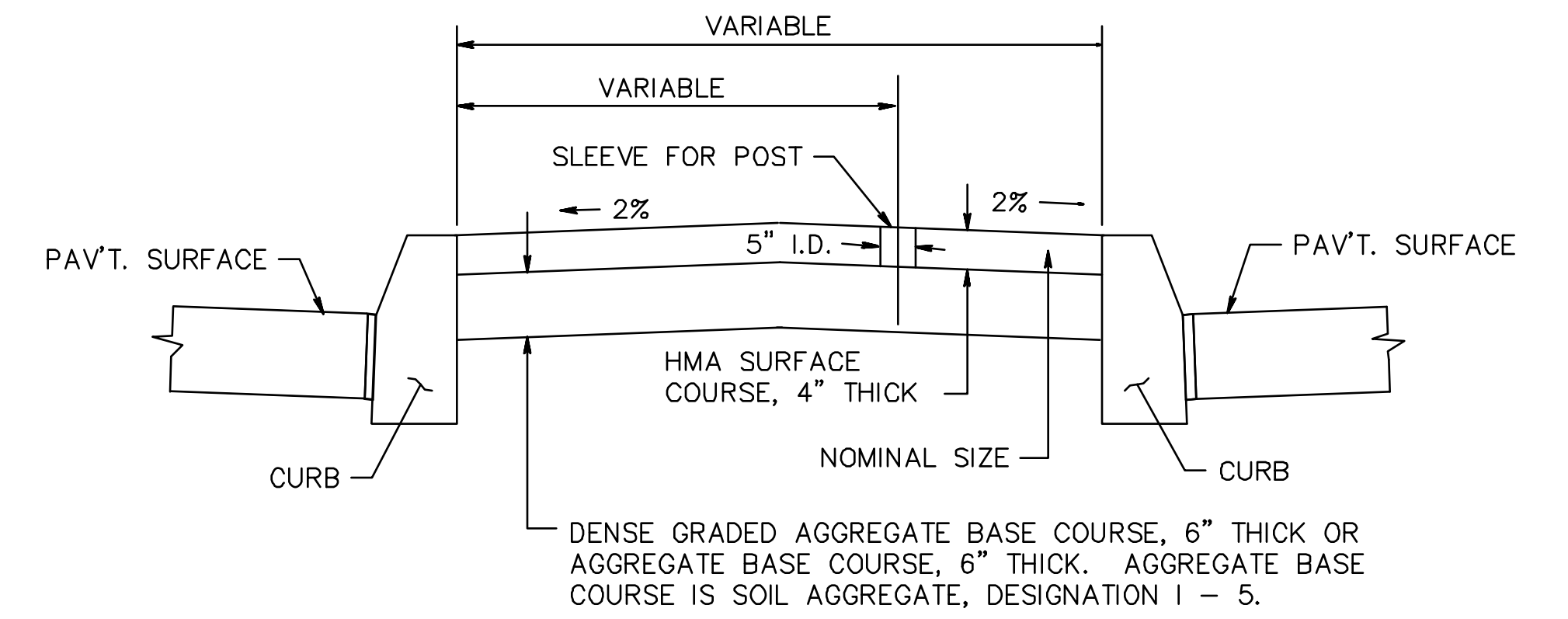
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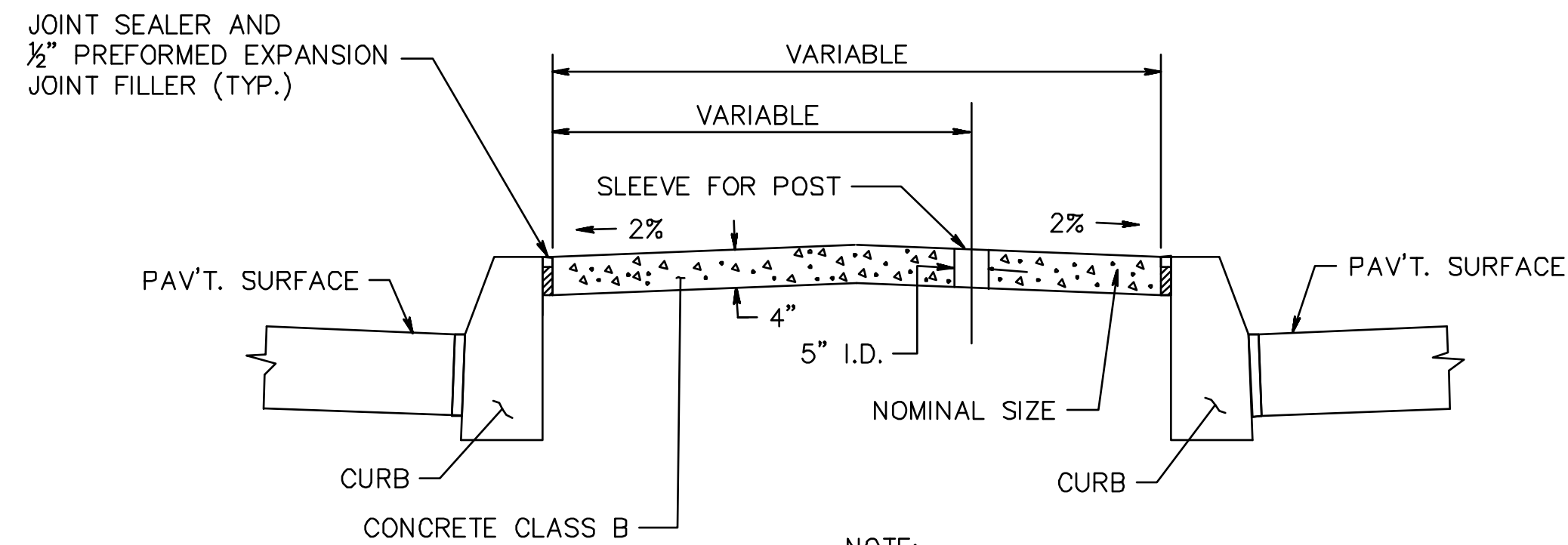
**CONCRETE ISLAND ON EXISTING PAVEMENT**



**LONGITUDINAL & TRANSVERSE JOINT TREATMENT FOR CONCRETE ISLAND**

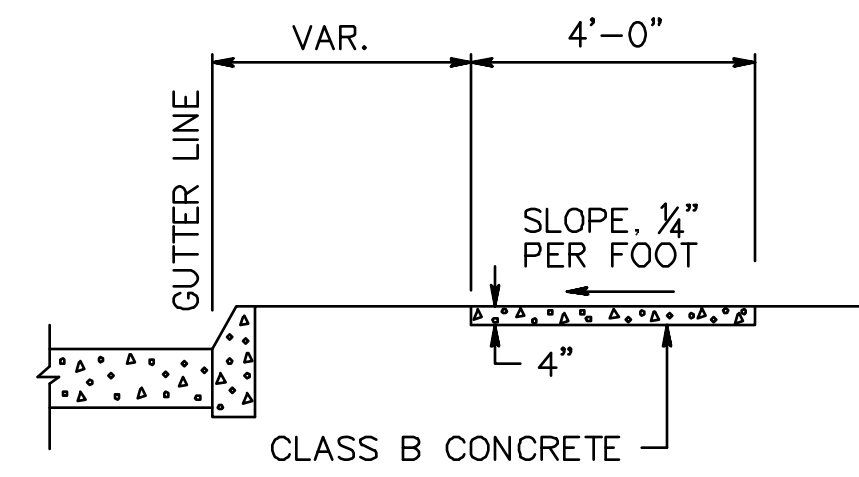


**HMA ISLAND, 10" THICK**

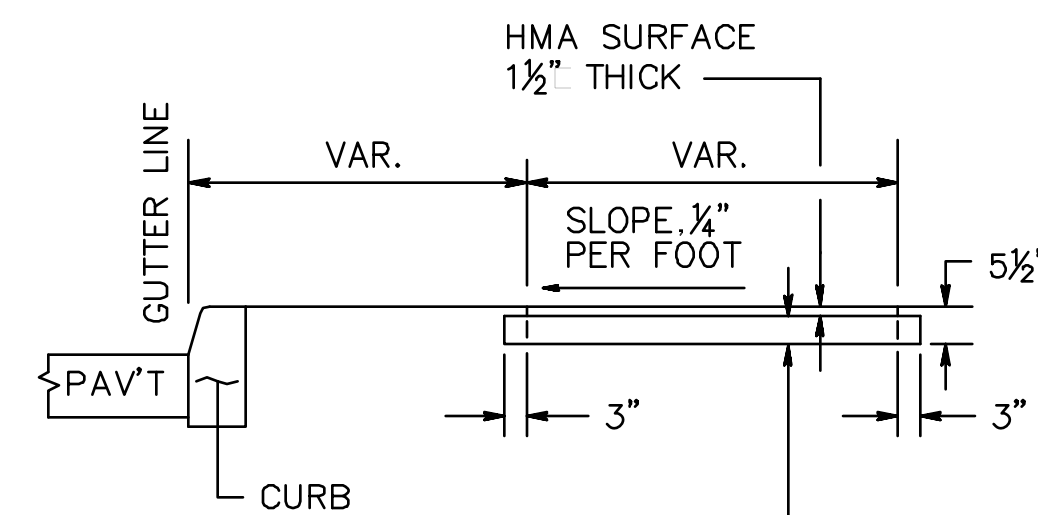


**CONCRETE ISLAND, 4" THICK**

NOTE:  
TRANSVERSE JOINTS SHALL BE AS CONSTRUCTED  
FOR CONCRETE VERTICAL CURB.



**CONCRETE SIDEWALK, 4" THICK**



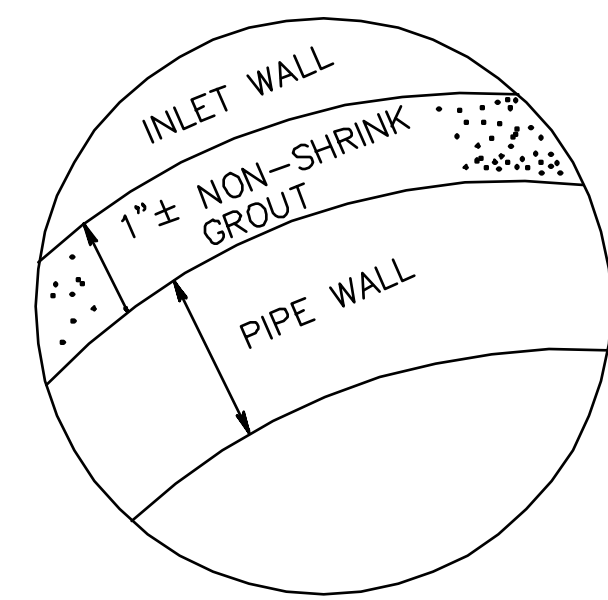
**HMA SIDEWALK, 5 1/2" THICK**

DENSE GRADED AGGREGATE BASE COURSE,  
4" THICK OR AGGREGATE BASE COURSE,  
4" THICK AGGREGATE BASE COURSE IS  
SOIL AGGREGATE, DESIGNATION 1-5

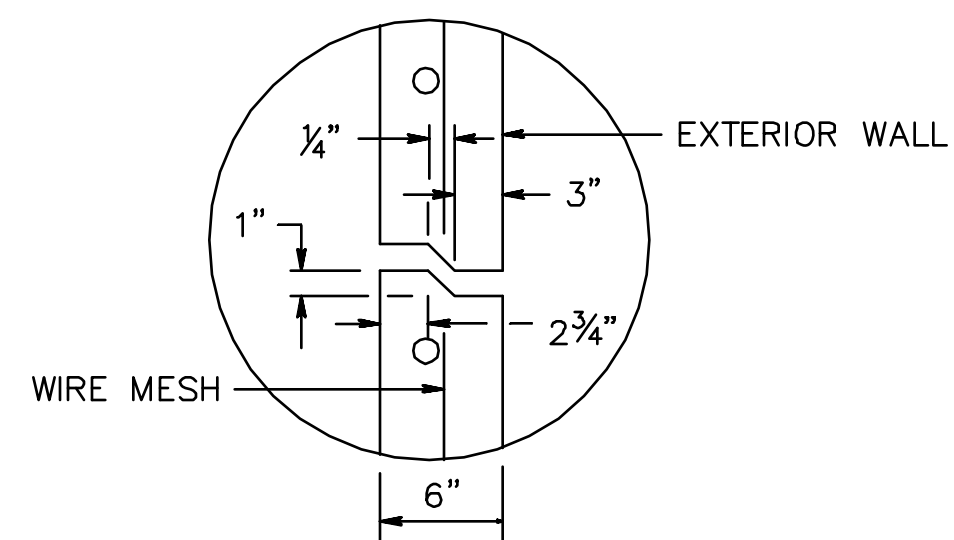
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REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>CONSTRUCTION DETAILS</b>			
<b>ISLANDS AND SIDEWALKS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 42 OF 62



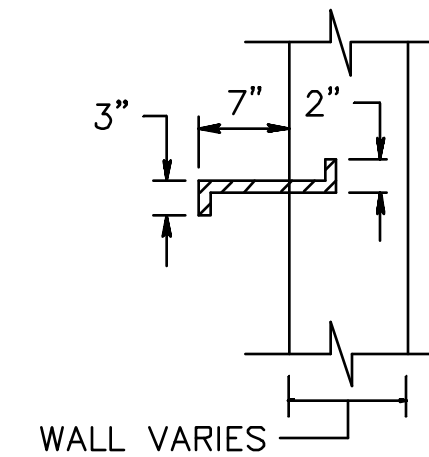


**CONNECTION OF PIPE AND INLET FOR PRECAST INLET**

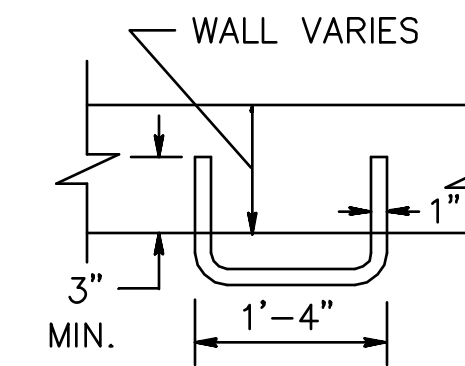


**RISER JOINT DETAIL FOR PRECAST INLETS**

NOTE:  
JOINT TO BE GROUTED WITH MORTAR BY CONTRACTOR



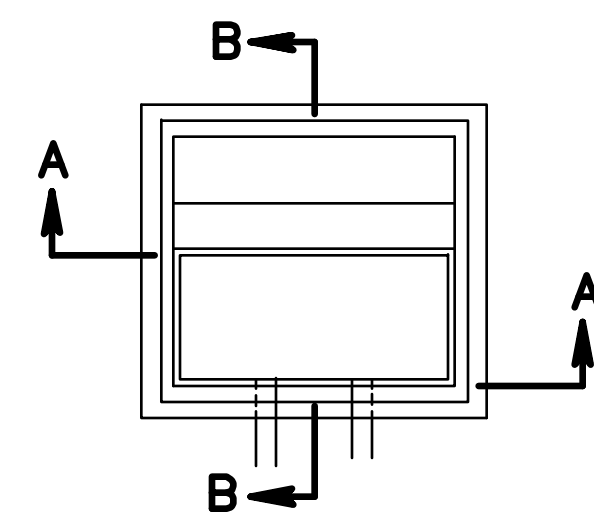
**ELEVATION**



**PLAN**

NOTE:  
LADDER RUNGS FACING TRAFFIC 12" C TO C

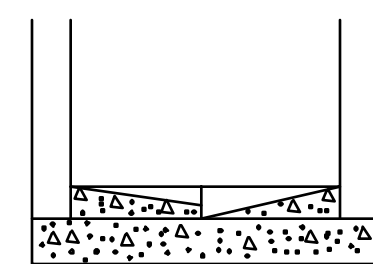
**LADDER RUNG DETAIL**



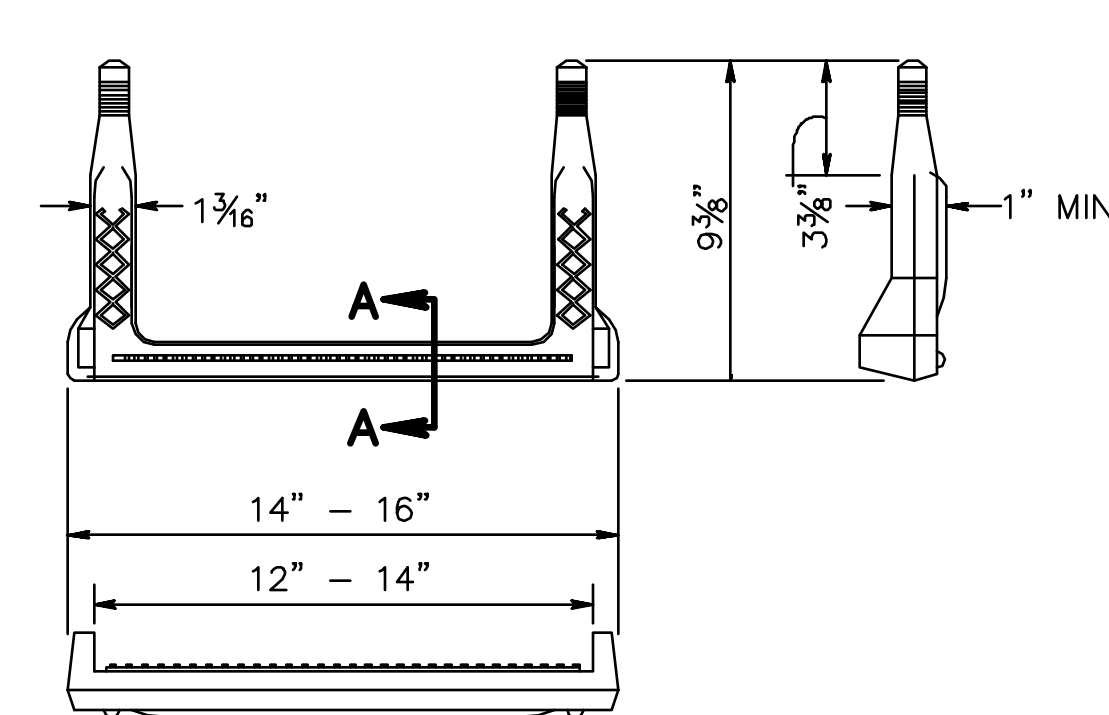
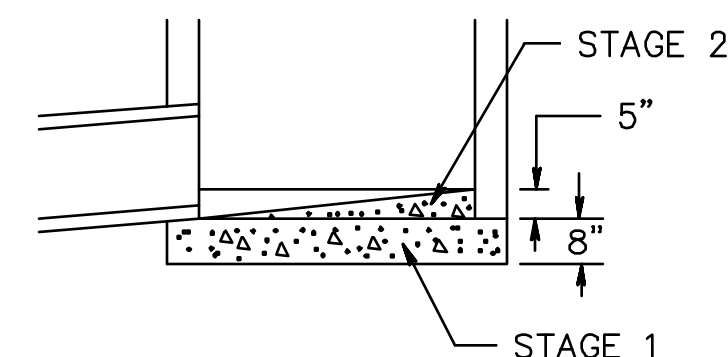
**SECTION A-A**

NOTE:  
FOUNDATION AND INVERT TO BE CONSTRUCTED IN TWO STAGES. THE TOP SURFACE OF STAGE 1 TO BE LEFT ROUGH.

**DETAIL OF INVERT FOR INLET WITHOUT CONTINUOUS PIPE**

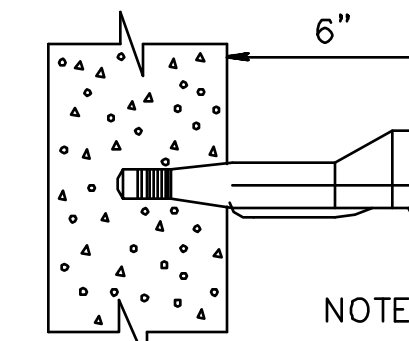


**SECTION B-B**



COPOLYMER POLYPROPYLENE PLASTIC  
#13 GRADE 60 REINFORCEMENT STEEL

**SECTION A-A**



NOTE:  
LADDER RUNGS FACING TRAFFIC 12" C TO C

**COPOLYMER POLYPROPYLENE PLASTIC LADDER RUNG**

**GENERAL NOTES**

- INLETS MAY BE CONSTRUCTED OF BRICK, CONCRETE, CONCRETE BLOCK OR PRECAST CONCRETE. WALLS SHALL BE 8 INCHES THICK IF BRICK AND 6 INCHES THICK IF CONCRETE, CONCRETE BLOCK OR PRECAST CONCRETE. INLET FOUNDATIONS AND INVERTS SHALL BE CLASS B CONCRETE.
- CORBELLING OF INLET WALLS WILL BE PERMITTED AT THE RATE OF 1/2 INCH PER 8 INCHES OF HEIGHT; MAXIMUM CORBEL 6 INCHES PER WALL.
- EXCEPT FOR INLETS TYPE A AND C, FOUNDATIONS AND INVERTS SHALL BE CONSTRUCTED IN TWO STAGES, AND THE BOTTOM OF THE FOOTINGS SHALL BE 8 INCHES BELOW THE OUTER WALL OF THE LOWEST PIPE IN THE INLET.
- WHEN THE DEPTH OF AN INLET THAT IS NOT PRECAST EXCEEDS 10 FEET AS MEASURED FROM TOP OF GRATE TO INVERT, WALLS BELOW A DEPTH OF 8 FEET SHALL BE 12 INCHES THICK AND THE DEPTH OF FOUNDATION INCREASED TO 12 INCHES. WHEN ROCK IS ENCOUNTERED, THE DEPTH OF THE FOUNDATION SHALL NOT BE INCREASED.
- INLET FOUNDATIONS WHICH ARE PRECAST SHALL BE PLACED ON A 6 INCH THICK BED OF COMPACTED COARSE AGGREGATE #57. THE COARSE AGGREGATE SHALL EXTEND 6 INCHES BEYOND THE HORIZONTAL LIMITS OF THE INLET FOUNDATION.
- CASTINGS FOR PRECAST INLETS SHALL BE ADJUSTED TO GRADE WITH COURSES OF BRICK, AS REQUIRED, 12 INCHES MAXIMUM.
- WHEN THE DEPTH OF A PRECAST INLET EXCEEDS 10 FEET AS MEASURED FROM TOP OF GRATE TO INVERT, THE FOUNDATION SHALL BE INCREASED TO 12 INCHES. WHEN ROCK IS ENCOUNTERED, THE DEPTH OF THE FOUNDATION SHALL NOT BE INCREASED.
- MINIMUM WALL REINFORCEMENT FOR PRECAST INLETS TYPES A, B, C, E, D-1, D-2 AND B MODIFIED:

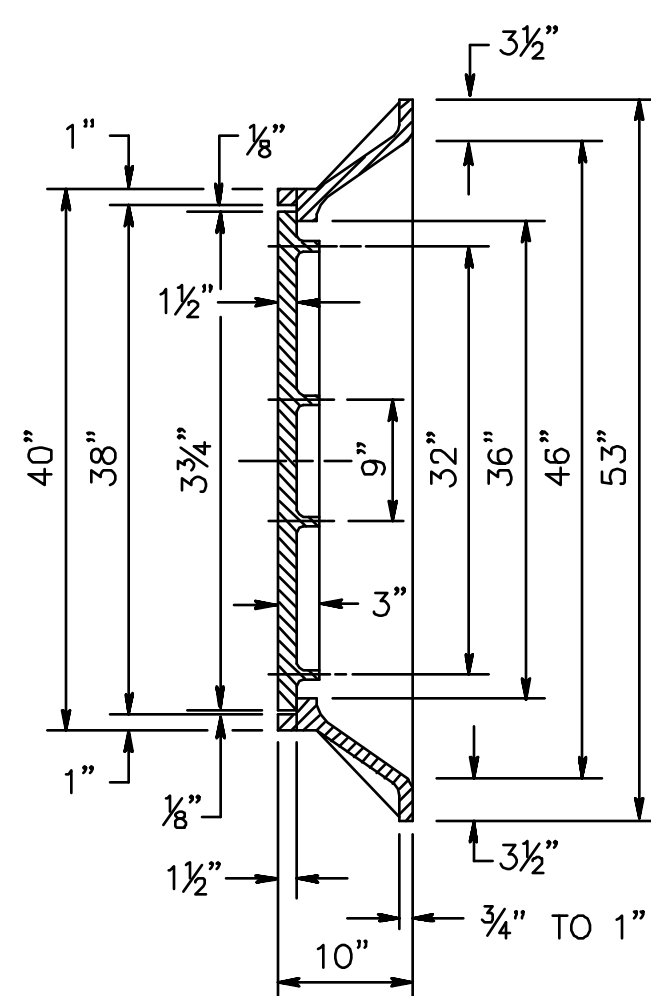
DEPTH BELOW TOP OF GRATE	HORIZONTAL REINF.	VERTICAL REINF.	WALL THK.
0' TO 10'-0"	#13 @ 10" C.C.	#13 @ 18" C.C.	6"
10'-1" TO 15'-0"	#13 @ 8" C.C.	#13 @ 18" C.C.	6"
15'-1" TO 20'-0"	#13 @ 6" C.C.	#13 @ 18" C.C.	6"

REINFORCING SHOWN FOR PRECAST INLETS IS THE MINIMUM REQUIRED. ADDITIONAL REINFORCING FOR HANDLING IS THE RESPONSIBILITY OF THE CONTRACTOR.

**ALTERNATE REINFORCEMENT**

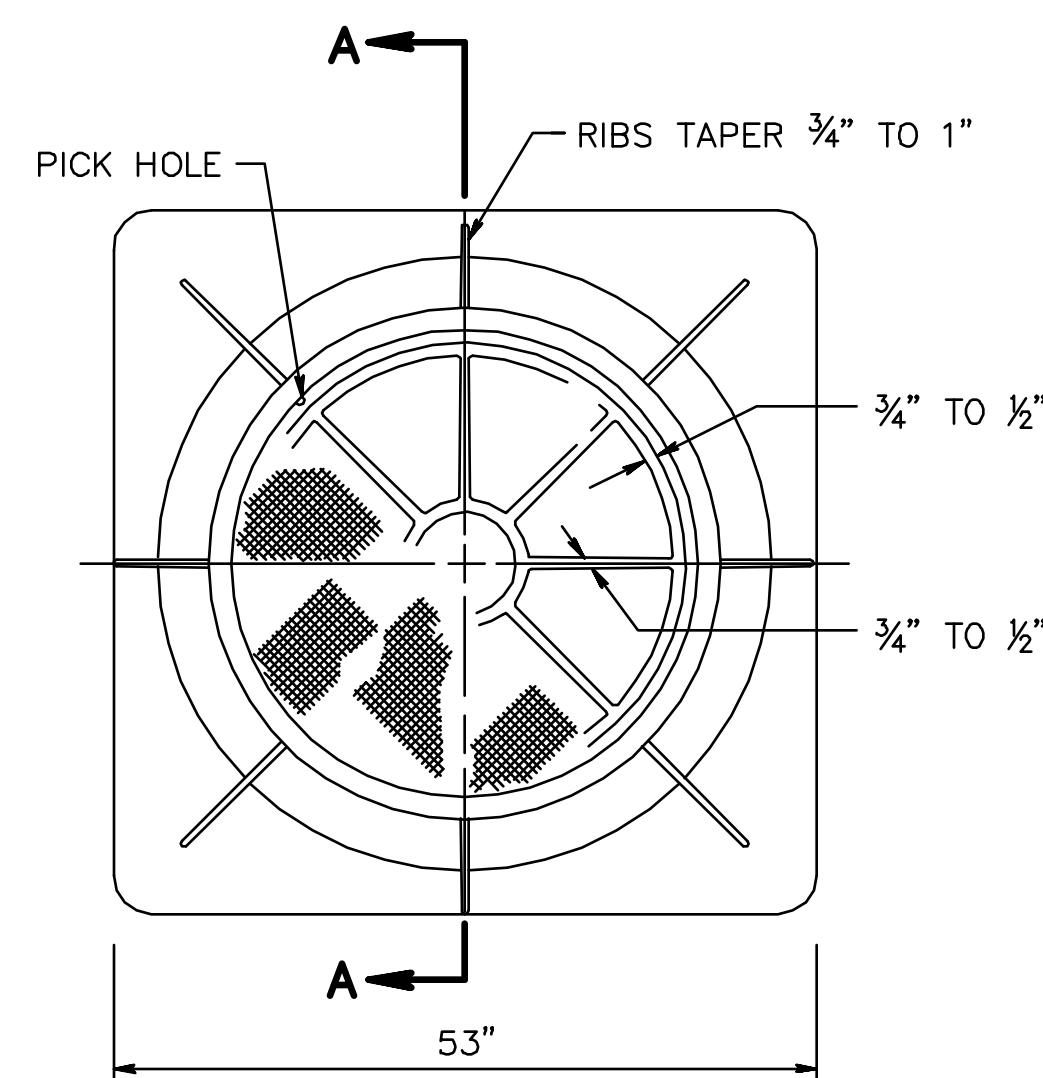
- | DEPTH BELOW TOP OF GRATE | REINFORCEMENT  |
|--------------------------|--|
| 0' TO 10'-0"             | WWF 3 x 6 W6 WIRES SPACED AT 3" TO RUN HORIZONTAL IN ALL CASES.  |
| 10'-1" TO 15'-0"         | WWF 3 x 6 W6 ADD #10 REINFORCEMENT STEEL @ 18" HORIZONTAL.   |
| 15'-1" TO 20'-0"         | WWF 3 x 6 W6 ADD #10 REINFORCEMENT STEEL @ 9" HORIZONTAL OR ADD #13 REINFORCEMENT STEEL AT 15" HORIZONTAL. |
- ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ITS AMENDMENTS.
  - DIMENSIONS, WEIGHTS AND OTHER CRITERIA SHOWN ON THESE DETAILS ARE FOR CLASS 30B CAST IRON ONLY.

NOTE:  
REINFORCEMENT STEEL IS IN METRIC UNITS.



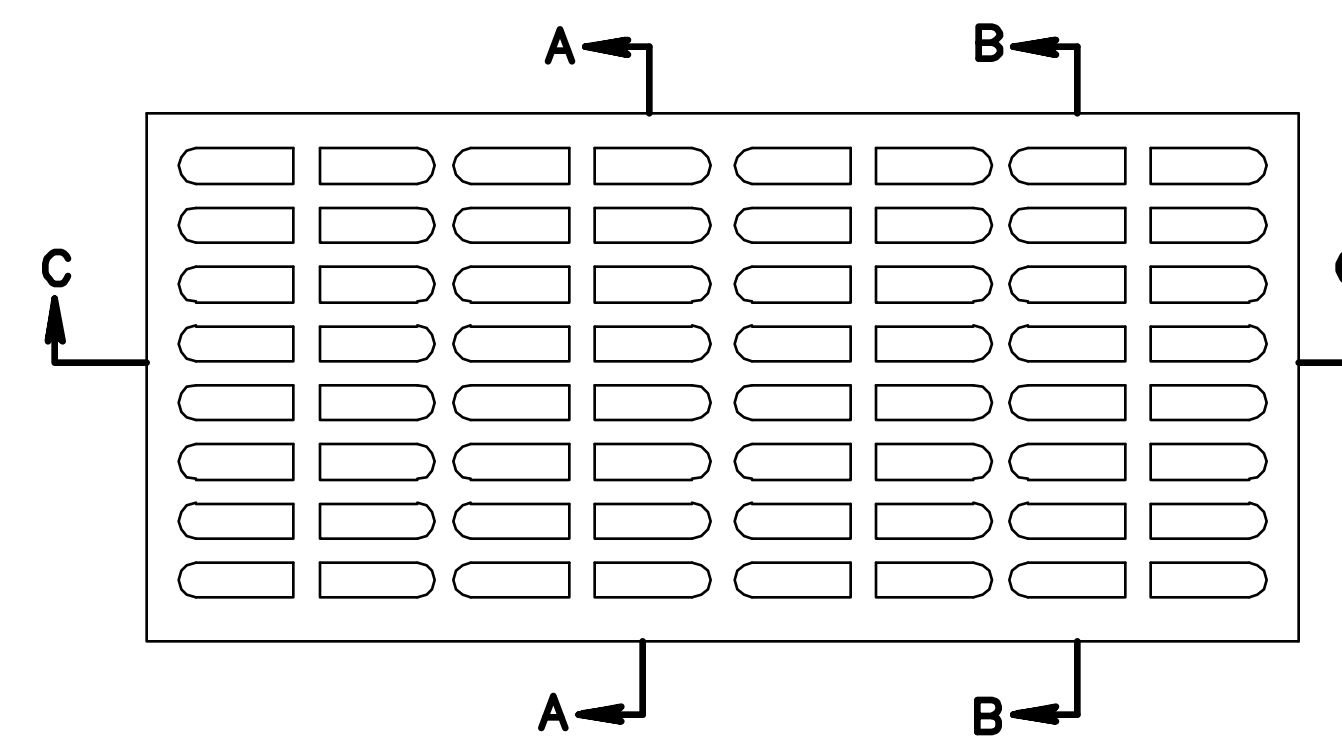
NOTE:  
SEE GENERAL NOTE 10.

**NEW MANHOLE CASTING, SQUARE FRAME, CIRCULAR COVER**

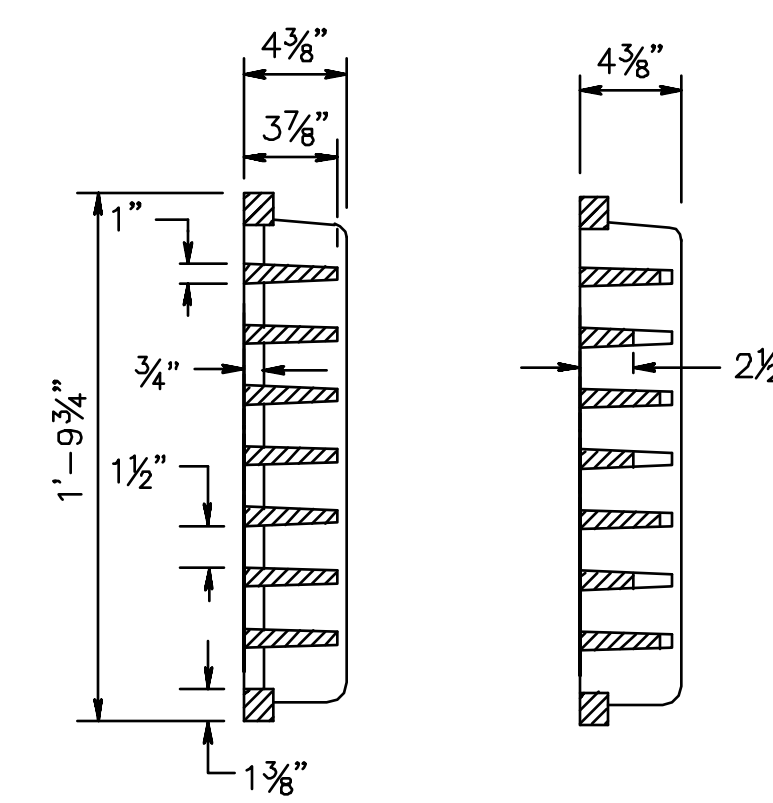


**MINIMUM WEIGHTS**

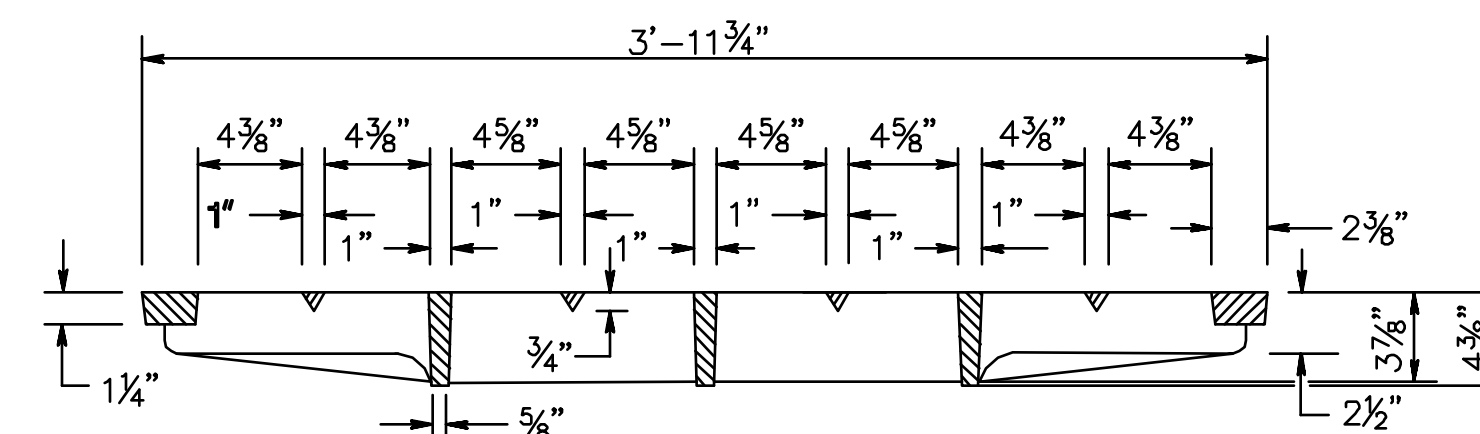
WEIGHT OF FRAME = 630#  
WEIGHT OF COVER = 400#



MIN. WEIGHT 325 LBS.



**SECTION A-A SECTION B-B**



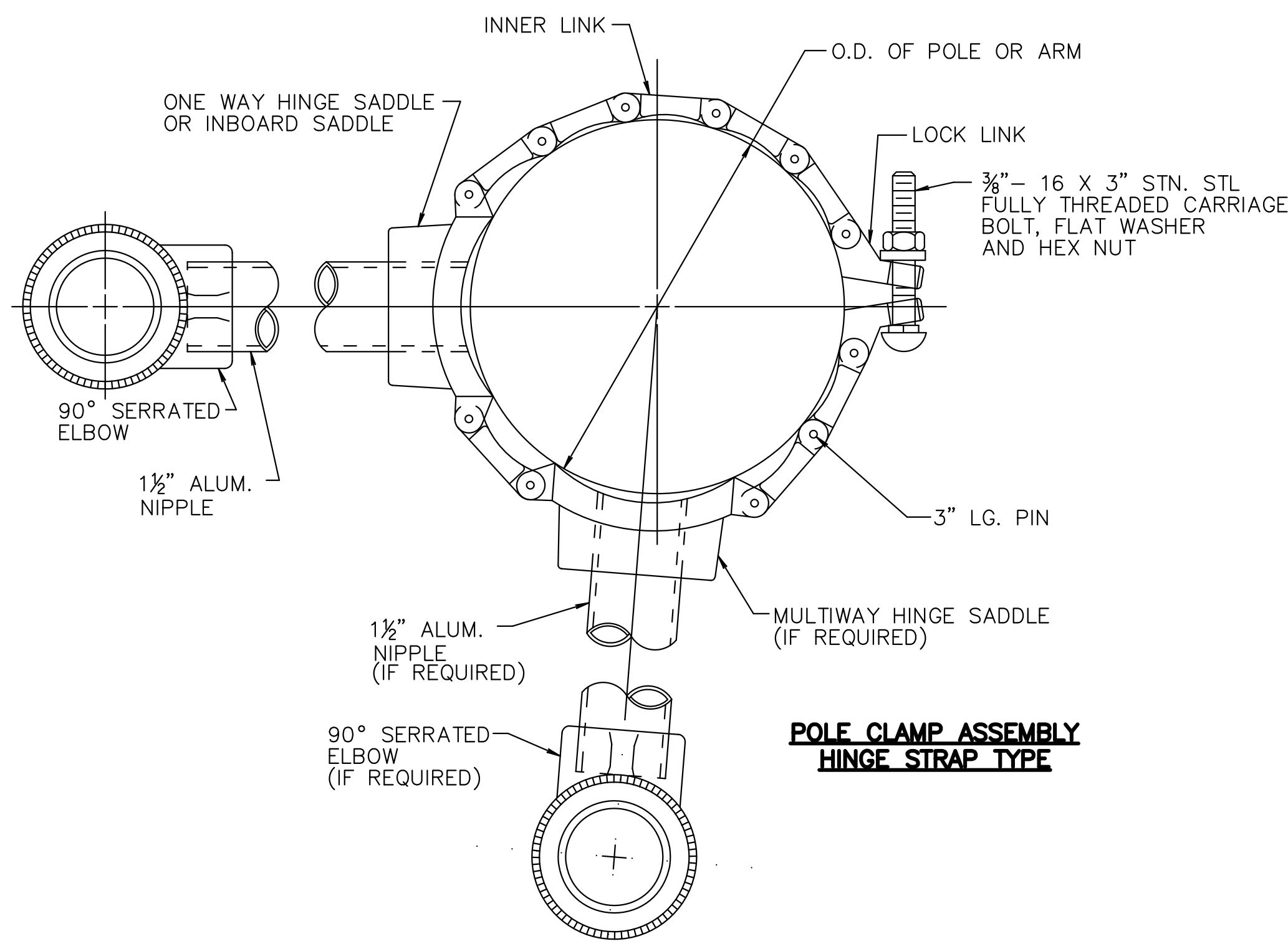
**SECTION C-C**

**BICYCLE SAFE GRATE (CAST IRON)**

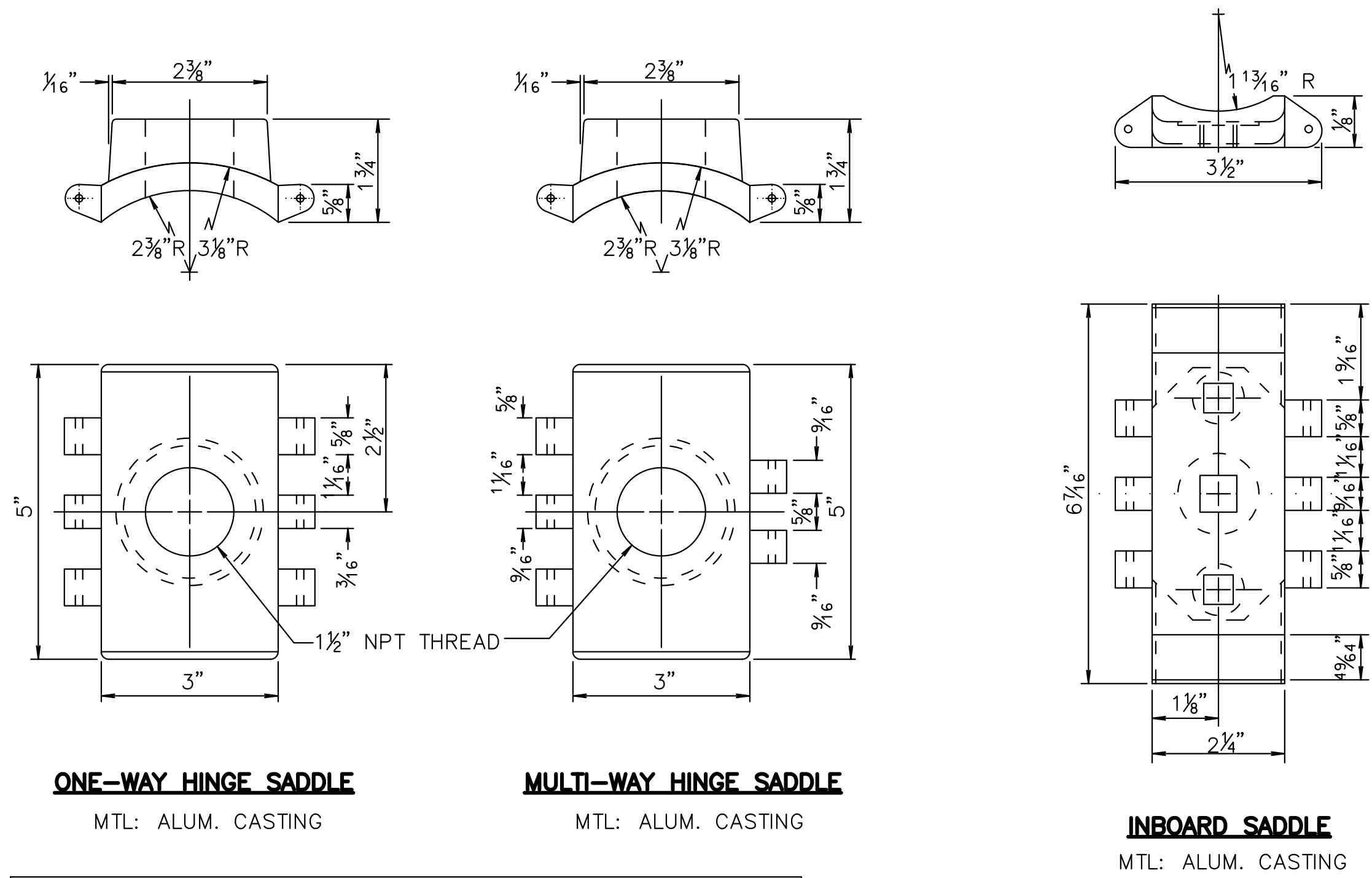
NOTE:  
SEE GENERAL NOTE 10.







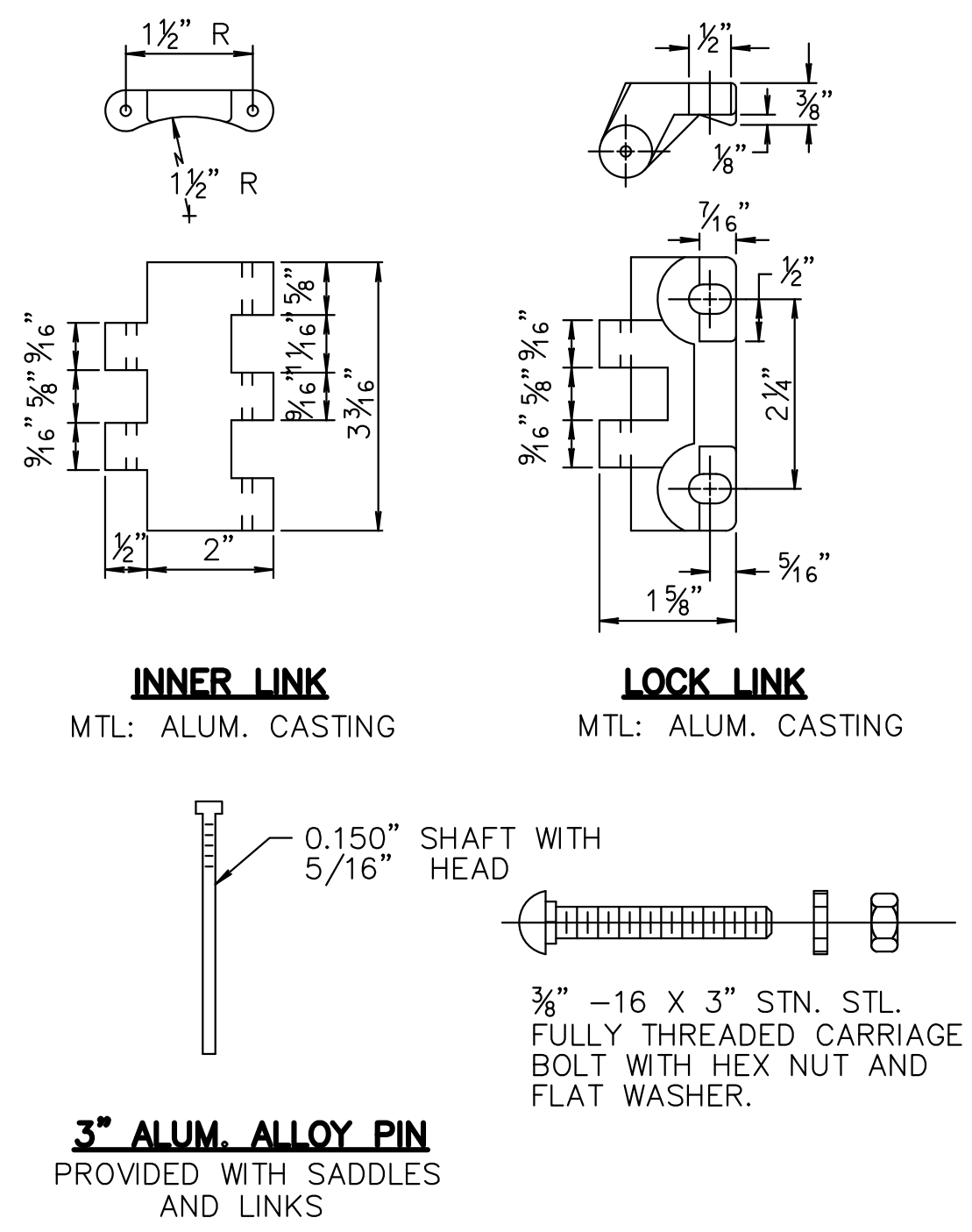
**POLE CLAMP ASSEMBLY  
HINGE STRAP TYPE**



**ONE-WAY HINGE SADDLE**  
MTL: ALUM. CASTING

**MULTI-WAY HINGE SADDLE**  
MTL: ALUM. CASTING

**INBOARD SADDLE**  
MTL: ALUM. CASTING



**INNER LINK**  
MTL: ALUM. CASTING

**LOCK LINK**  
MTL: ALUM. CASTING

**3" ALUM. ALLOY PIN**  
PROVIDED WITH SADDLES AND LINKS

**NOTE:**  
ALL HINGE STRAPS INNER LINK AND LOCK LINK PARTS SHALL BE TUMBLED FOR 18 HOURS MINIMUM USING 3/4" CERAMIC MEDIA TO PROVIDE A UNIFORM AND SMOOTH SURFACE.

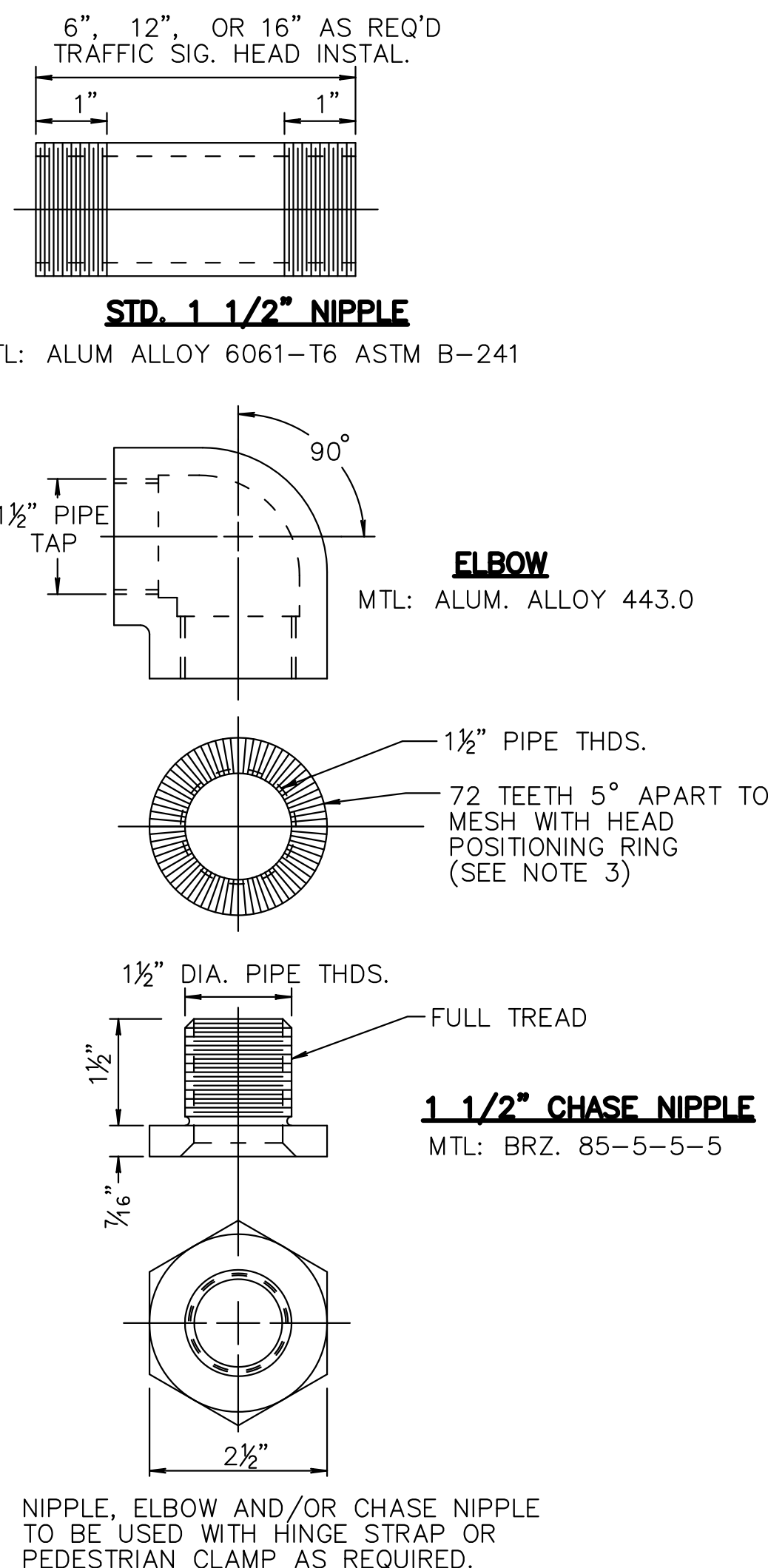
HINGE STRAP LIST OF MATERIALS		
DESCRIPTION	MATERIAL	NO. REQ'D
HINGE SADDLE	B26-82 CAST ALUM.	2
INNER LINK	B26-82 CAST ALUM.	23*(32)
LOCK LINK	B26-82 CAST ALUM.	4
STD. 1 1/2" NIPPLE	ALUM. ALLOY	2
90° SERRATED ELBOW	ALUM. ALLOY 443.0	2
3" ALUMINUM PIN	ALUM. ALLOY 443.0	30*(38)
BOLT 3/8" - 16 X 3"	STN. STL.	4
FLAT WASHER	STN. STL.	4
LOCK WASHER	STN. STL.	4
NUT, HEX 3/16" - 16	STN. STL.	4
MULTI-WAY HINGE SADDLE	CAST ALUM.	AS REQ'D
INBOARD SADDLE	CAST ALUM.	AS REQ'D
1 1/2" CHASE NIPPLE	BRZ. 85-5-5-5	2

\*( ) NUMBER REQUIRED WHEN INSTALLED ON "K" POLE

PEDESTRIAN CLAMP LIST OF MATERIALS		
DESCRIPTION	MATERIAL	NO. REQ'D
PLAIN CLAMP	ALUM. ALLOY 443.0	2
OUTLET CLAMP	ALUM. ALLOY 443.0	2
BOLT, HEX HD. 1/2" - 13NC-2 X LG	STN. STL.	4
LOCK WASHER 1/2"	STN. STL.	4
FLAT WASHER 1/2"	STN. STL.	8
HEX NUT 1/2" - 13NC-2	STN. STL.	4
SET SCREW, SQ. HD. 1/4" - 20 X 1/2" LG	STN. STL.	2
1 1/2" CHASE NIPPLE	BRZ. 85-5-5-5	2
90° SERRATED ELBOW	ALUM. ALLOY 443.0	2
STD. 1 1/2" NIPPLE X LG.	ALUM. 6061-T6	2

**NOTE:**  
HARDWARE SHALL BE TIGHTENED AS PER TORQUE RATING AS RECOMMENDED BY THE MANUFACTURER.

PEDESTRIAN CLAMP DIMENSIONS			
A	B	C	BOLT LGTH.
6"-8"	1.25"	2.5"	6.0"
8"-10"	1.25"	2.5"	7.5"
10"-12"	1.50"	2.875"	9.0"

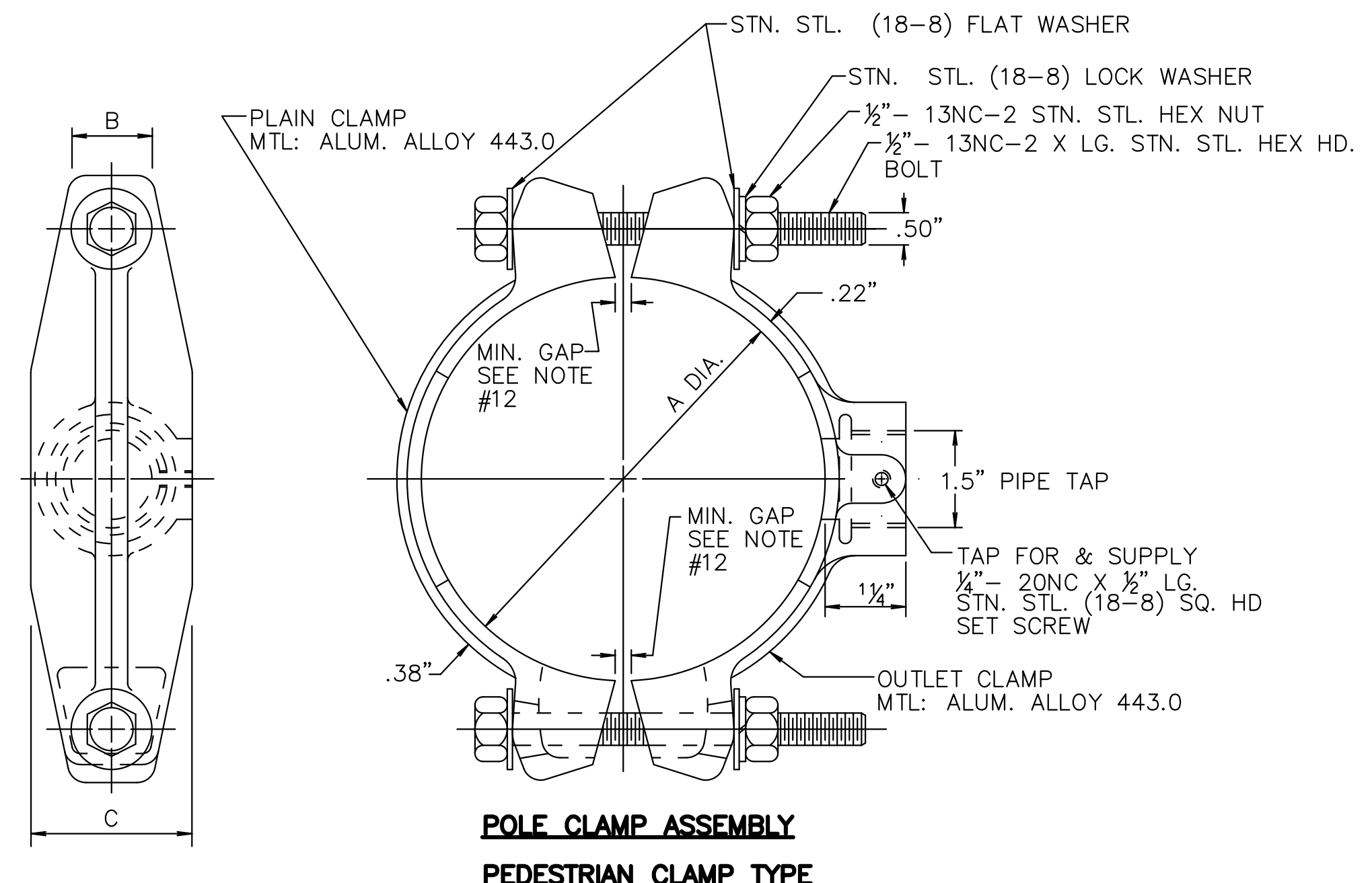


**STD. 1 1/2" NIPPLE**  
MTL: ALUM ALLOY 6061-T6 ASTM B-241

**ELBOW**  
MTL: ALUM. ALLOY 443.0

**1 1/2" CHASE NIPPLE**  
MTL: BRZ. 85-5-5-5

NIPPLE, ELBOW AND/OR CHASE NIPPLE TO BE USED WITH HINGE STRAP OR PEDESTRIAN CLAMP AS REQUIRED.



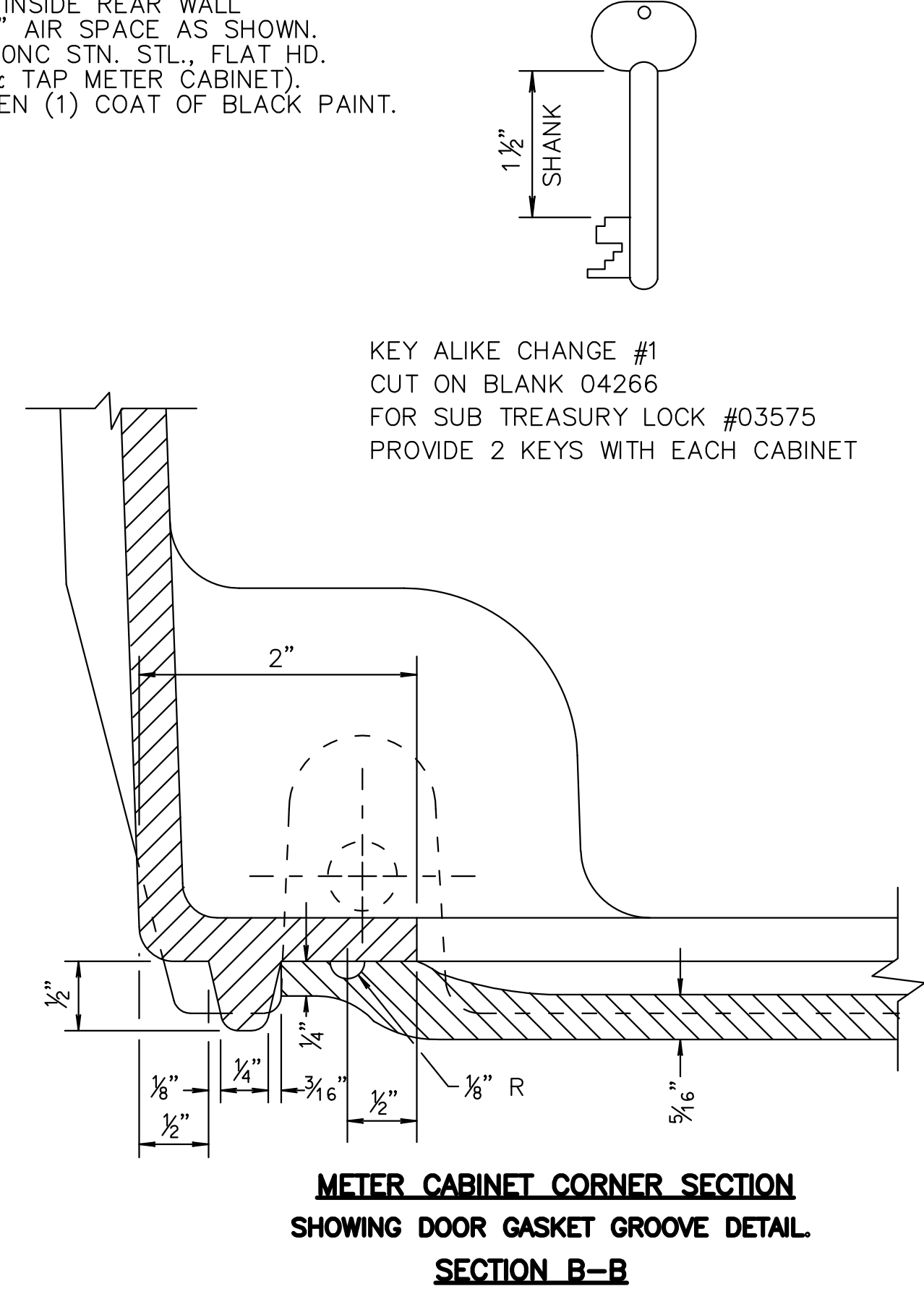
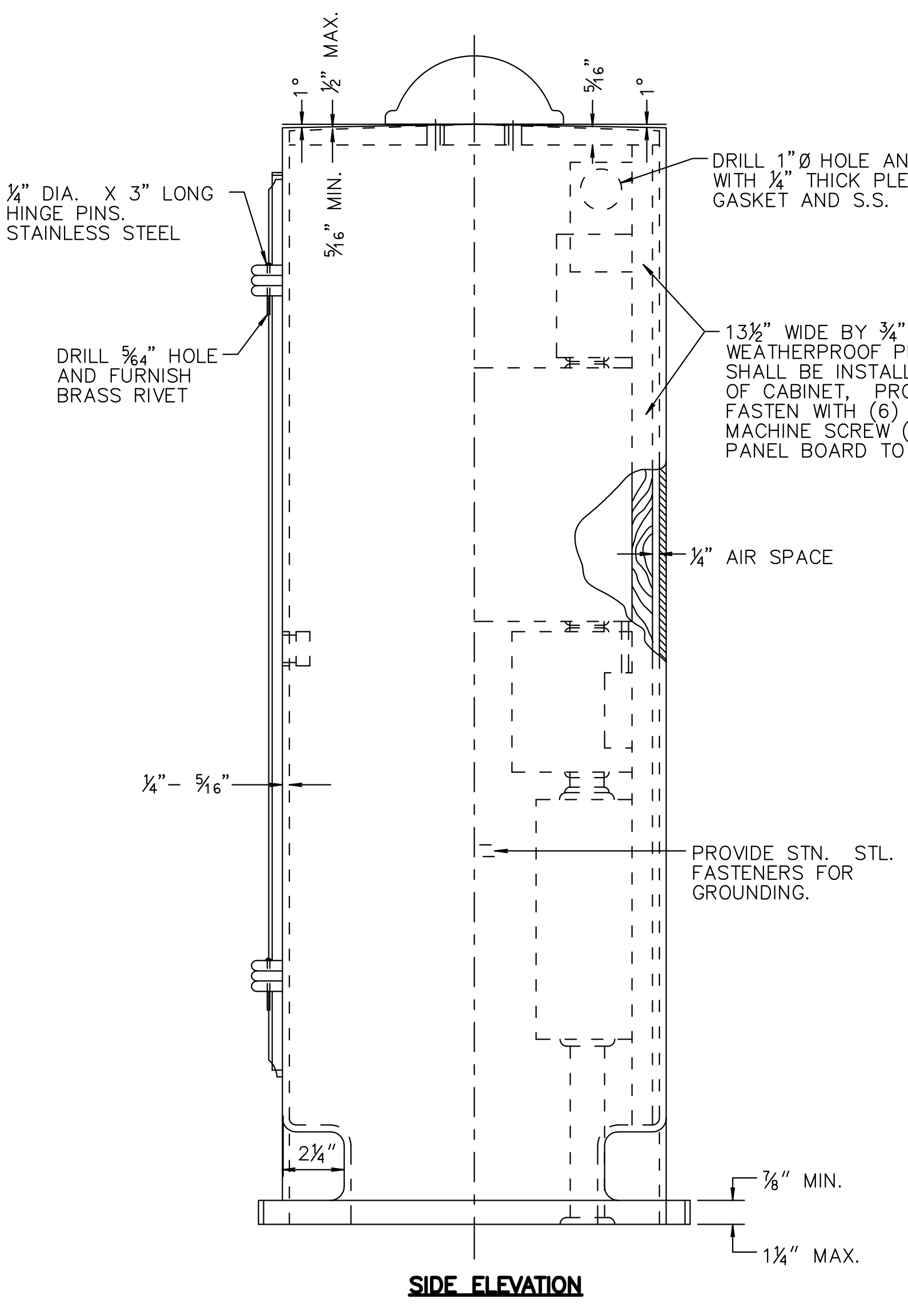
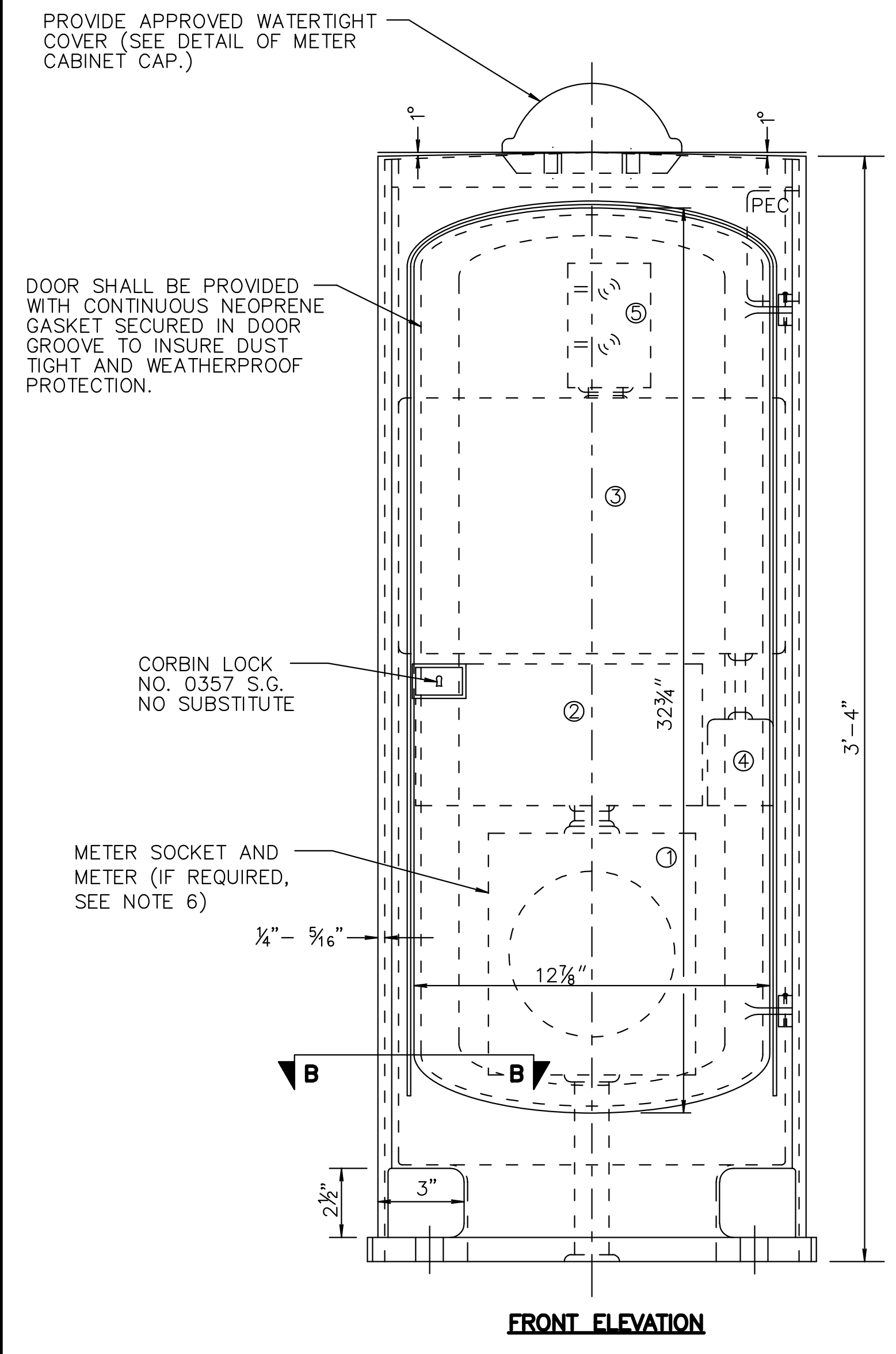
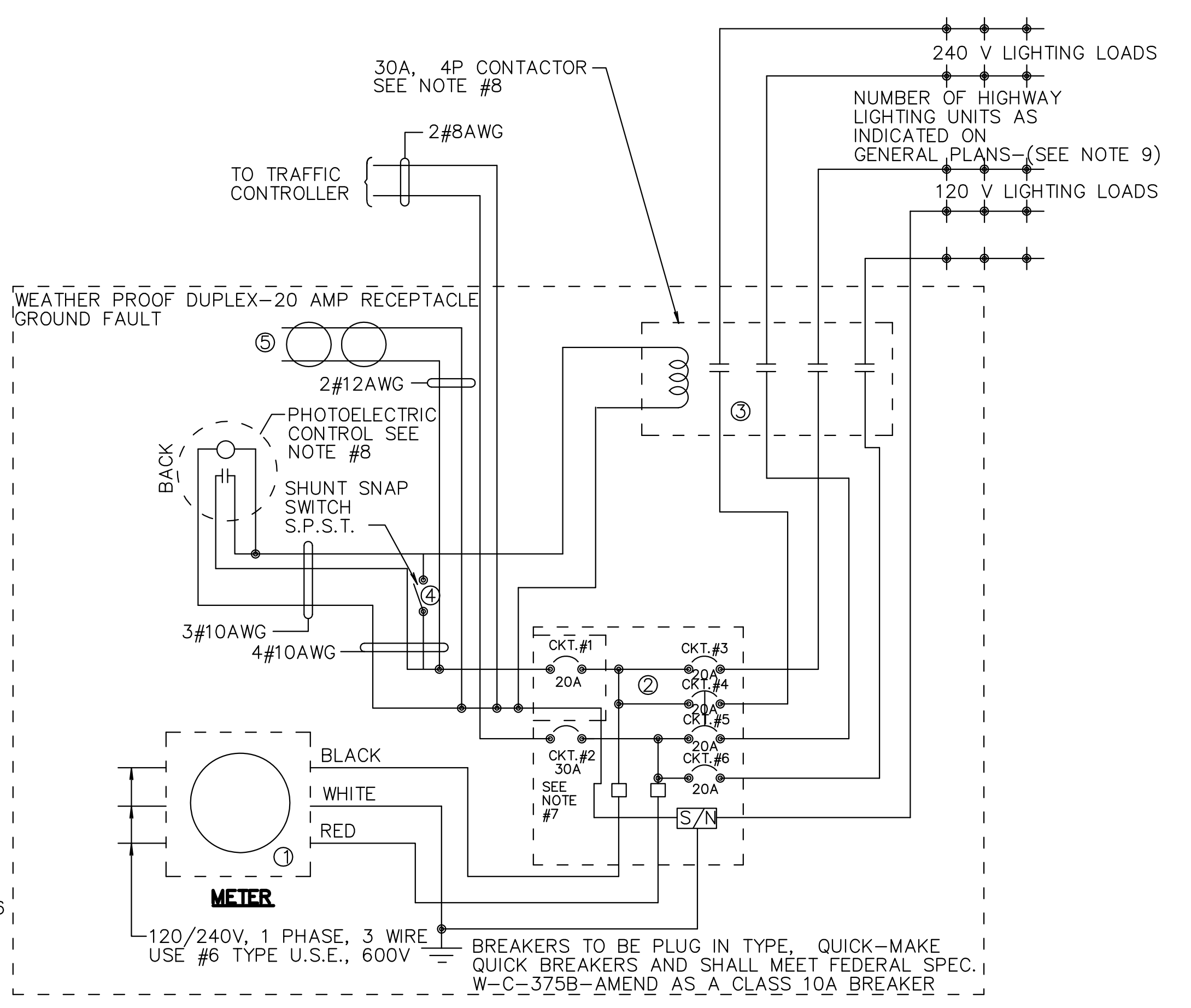
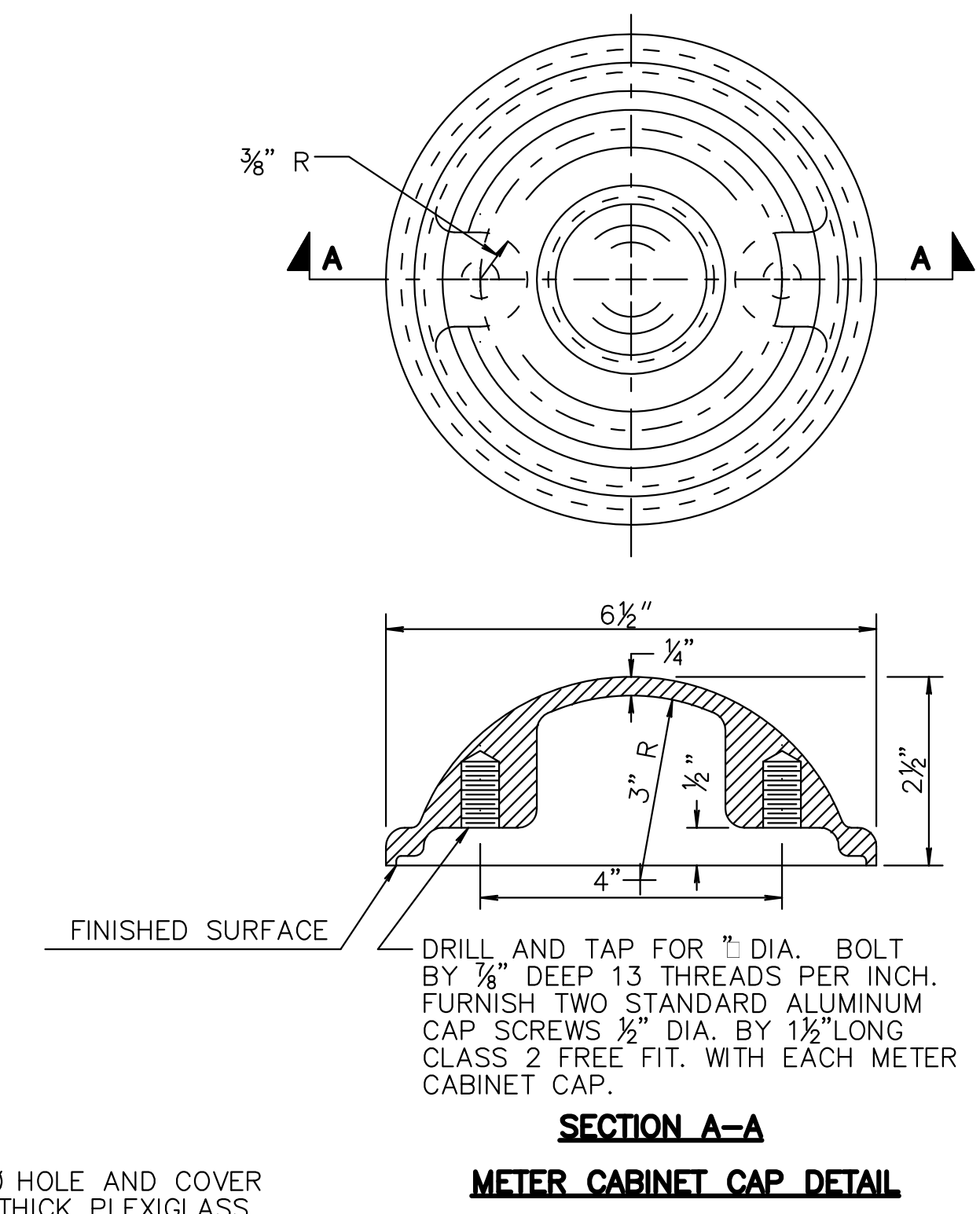
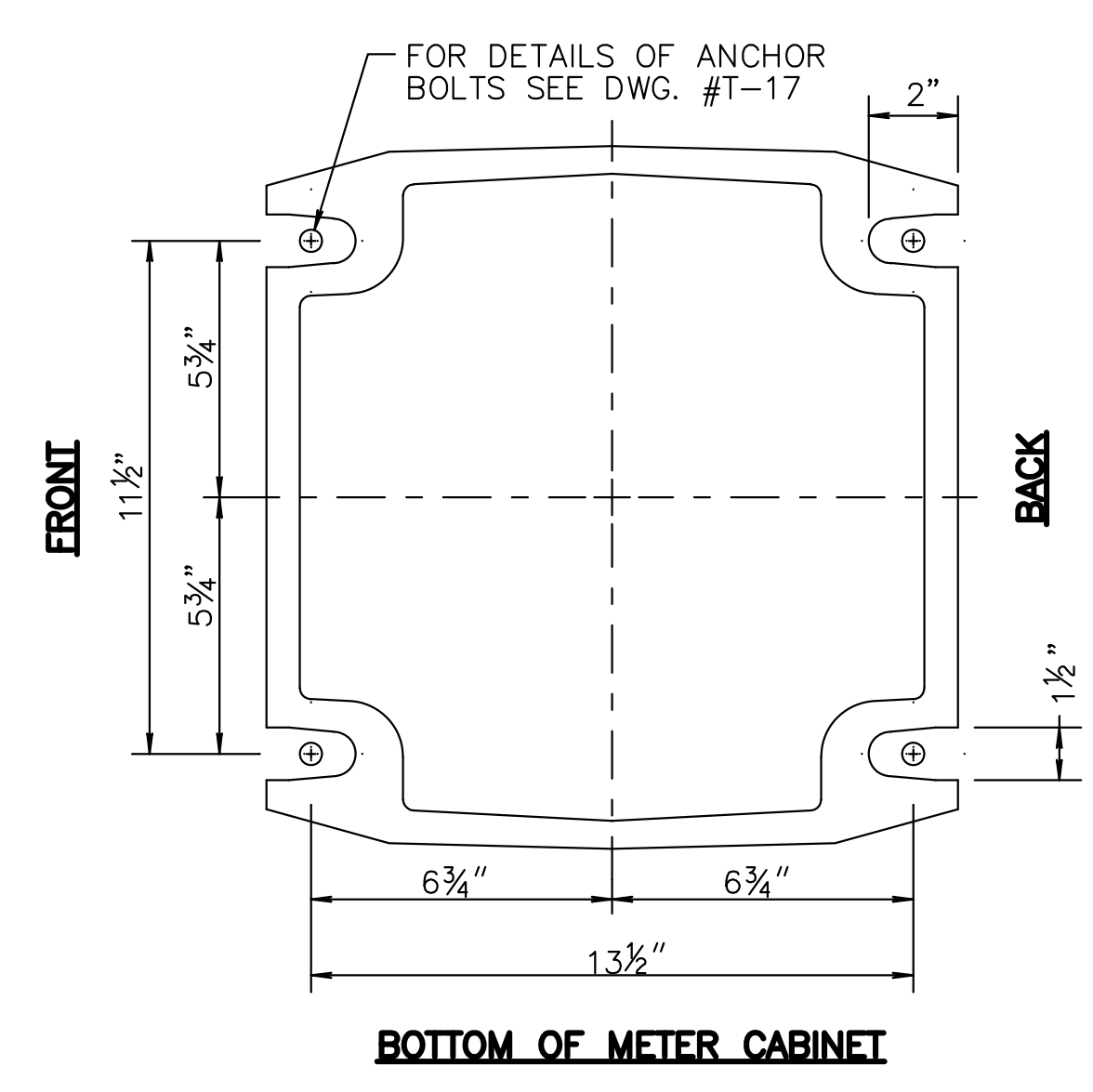
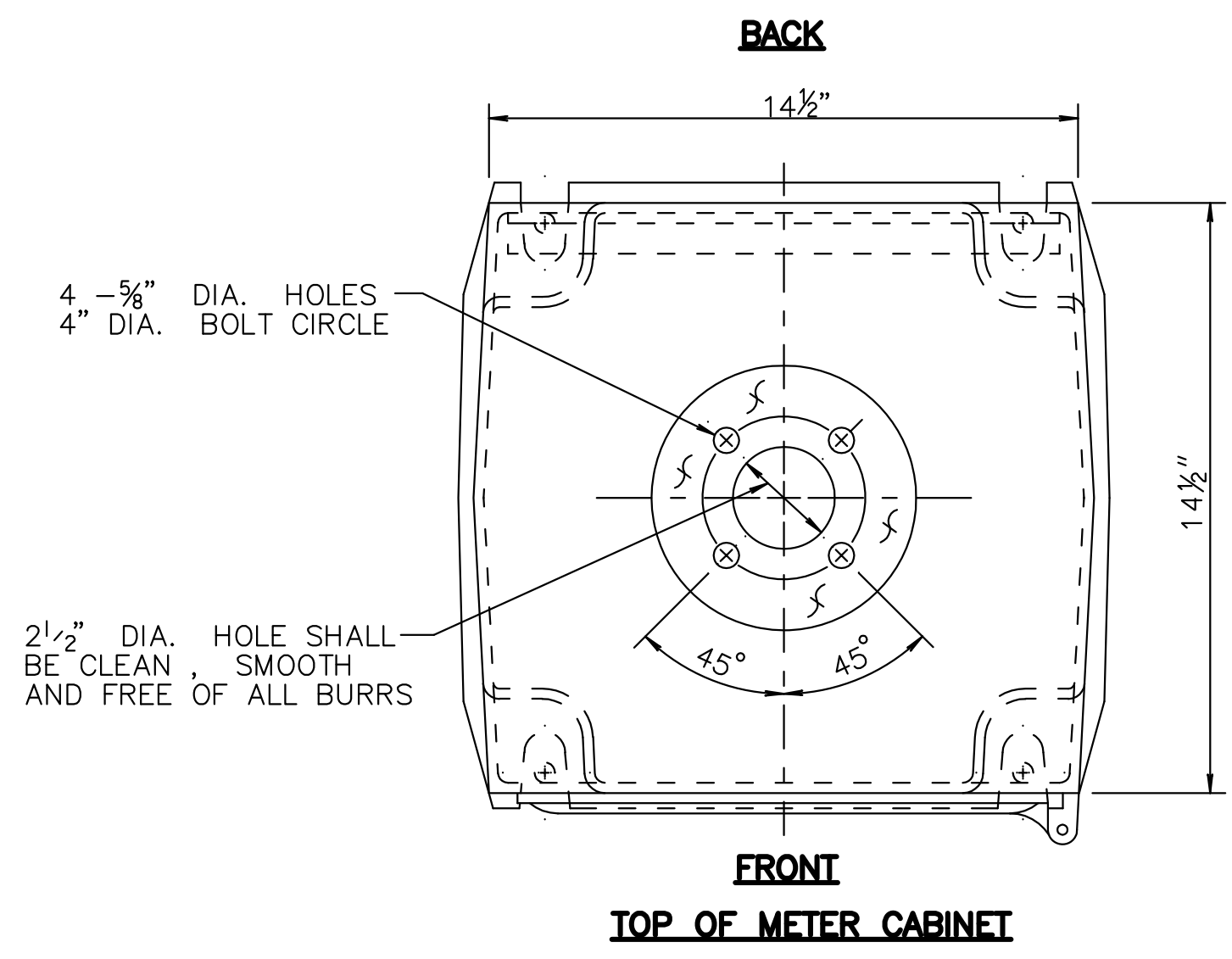
**POLE CLAMP ASSEMBLY  
PEDESTRIAN CLAMP TYPE**

**NOTES:**

- PEDESTRIAN CLAMP TYPE CAST ALUMINUM, CLAMP SHOWN MUST MEET THE FOLLOWING TESTS: 6" DIA. CLAMP TEST.  
COMPLETE CLAMP SHALL BE SET ON 6" DIA. POLE. COMPLETE CLAMP WITH 6.5" DIA. SET SHALL BE SET ON 8" DIA. POLE. COMPLETE CLAMP AFTER BEING SET FROM 8" DIA. POLE SHALL BE RESET ON 6" DIA. POLE.  
CLAMPS SHALL NOT SHOW ANY FRACTURES AFTER THE SETTING AND RESETTING PROCEDURE.  
THIS TEST TO BE CONDUCTED IN THE PRESENCE OF A REPRESENTATIVE OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION. MANUFACTURER SHALL ALSO SUBMIT DRAWING OF CLAMP TO BE FURNISHED FOR APPROVAL OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.
- CAST ALUM. CLAMPS OF LARGER DIA. WILL BE TESTED IN A SIMILAR MANNER.
- PROVIDE SLOTS OR SERRATIONS IN FACE OF ELBOW OR SLOTS & SERRATED POSITIONING RING. SLOTS TO BE 3/32" DP X 3/16" W. SERRATIONS TO MATCH HOUSING AND ALLOW 5" ADJUSTMENT.
- UNITS SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.
- INSTALL 1 1/4" I.D. RUBBER GROMMET IN TRAFFIC SIGNAL STANDARD.
- ALL STN. STL. BOLTS PER ASTM A193 GRADE B8 OR ASTM F593 ALLOY 304.
- ALL ALUM. SAND CASTINGS SHALL BE ASTM B26 ALLOY.
- ALL ALUM. NIPPLES SHALL BE 6061-T6, ASTM B-241 ALLOY; MIL. SPEC. QQA 200/80F.
- HINGE STRAP IS ADAPTABLE TO ANY POLE DIA. BY ADDING OR REMOVING INNER LINKS.
- HINGE STRAP CAN BE INSTALLED ON ROUND, SQUARE, OCTAGONAL OR ANY SHAPE POLE DESIRED.
- ALL TOLERANCES OF CASTINGS SHALL BE ±1/32".
- WHEN PEDESTRIAN CLAMP IS INSTALLED ON A 6" DIA. POLE, CLAMP SHALL BE DESIGNED TO PROVIDE A MINIMUM GAP OF 1/4".

REVISION	BY	C/K/D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS SIGNAL ASSEMBLY DETAILS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 46 OF 62

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**METER CABINET DETAIL**

- ALUMINUM ALLOY, COMMERCIAL DESIGNATION 356 A.S.T.M. DESIGNATION B26-56T, ALLOY SG 70A.
- THE CABINET SHALL BE FREE OF BURRS, SHARP EDGES, DENTS, PINHOLES, AND PARTING LINES AND SHALL HAVE A UNIFORM #30 GRIT FINISH.
- FOR ALTERNATE FABRICATED METER CABINET SEE DWG. T-35

**METER CABINET TYPE "T"**  
**METER CABINET TYPE "TL" - SEE NOTE #8**

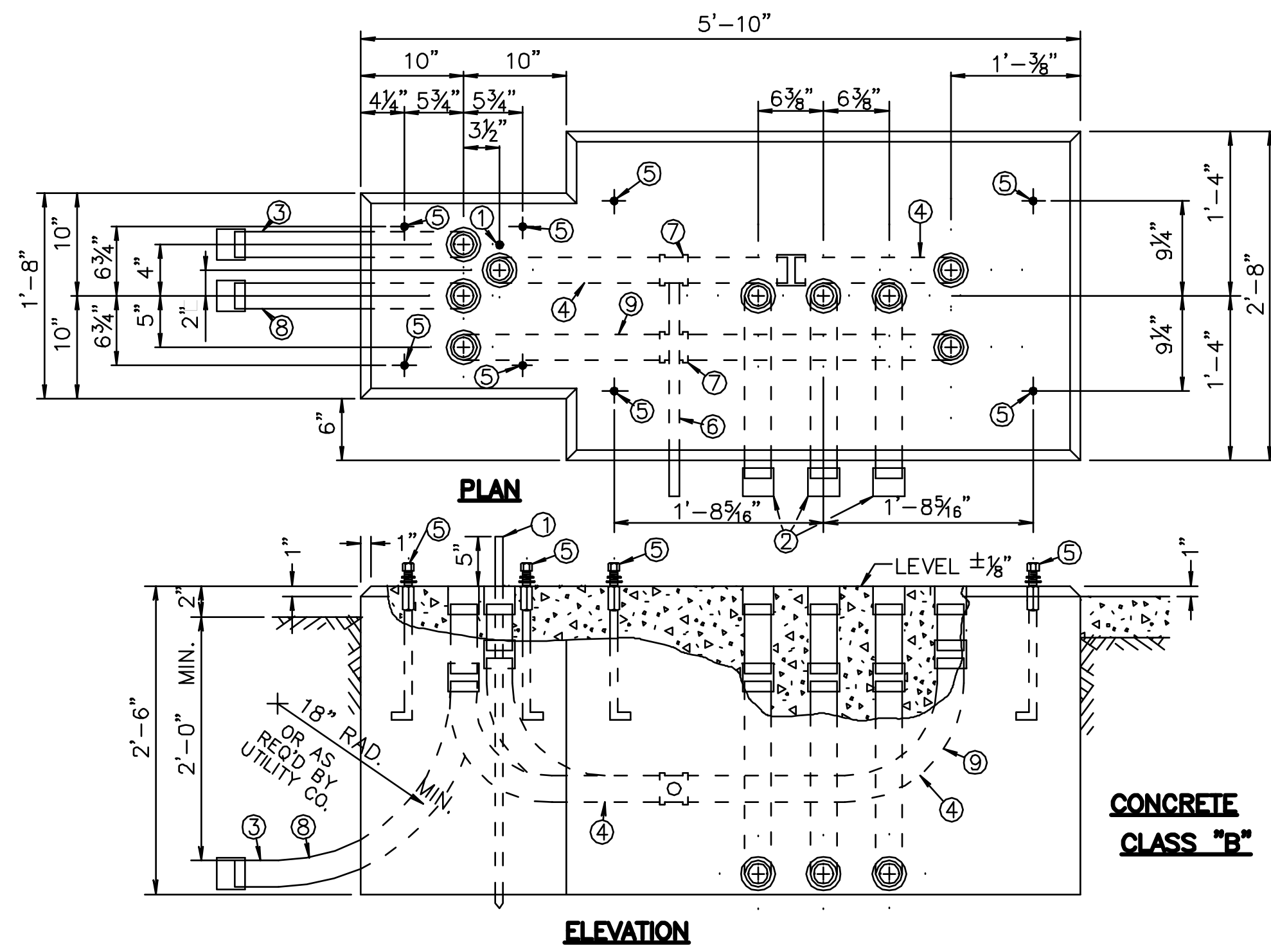
NOTE:  
 ALL WIRE TO BE #6-AWG-600 VOLT OR AS OTHERWISE SHOWN.

- LEGEND**
- METER SOCKET—INSTALLED BY CONTRACTOR—PROVIDED BY UTILITY COMPANY ON REQUEST. (IN JCP&L CO. AREA METER SOCKET IS TO BE INSTALLED AND FURNISHED BY CONTRACTOR)
  - 4/8 CIRCUIT LOAD CENTER WITH ENCLOSURE COMPLETE WITH 1-30A & 5-20A CIRCUIT BREAKERS.
  - MAGNETIC CONTACTOR, 30 AMP, 120 VOLT COIL NEMA 1 ENCLOSURE.
  - PHOTOELECTRIC CONTROL UNIT 15 AMP. SHUNT SWITCH IN 2" X 4" HANDY BOX OR EQUIVALENT.
  - WEATHERPROOF, 20A DUPLEX RECEPTICAL GROUND FAULT.
  - IF METER IS NOT REQUIRED, INSTALL 1" I.D. SEALTITE FLEX CONDUIT AND 1" I.D. NIPPLE FROM REDUCER COUPLING TO MAIN BREAKER PANEL.
  - A 40 AMP BREAKER SHALL BE INSTALLED WITH EIGHT PHASE CONTROLLER ASSEMBLIES.
  - FOR METER CABINET TYPE "TL", PHOTOELECTRIC CONTROL AND MAGNETIC CONTACTOR SHALL BE FURNISHED AND INSTALLED.
  - THE TOTAL NUMBER OF CIRCUIT BREAKERS SHALL NOT EXCEED SIX.

REVISION	BY	CKD	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS</b>			
<b>METER CABINET</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 47 OF 62



THE LOUIS BERKESS GROUP - Feb. 10, 2014 - 12:28pm - CADD FILE: L:\TRANS\CP-2011\CCC 1213 Elizabeth Signs\Cadd\DWG\08 - Construction Details\07.dwg



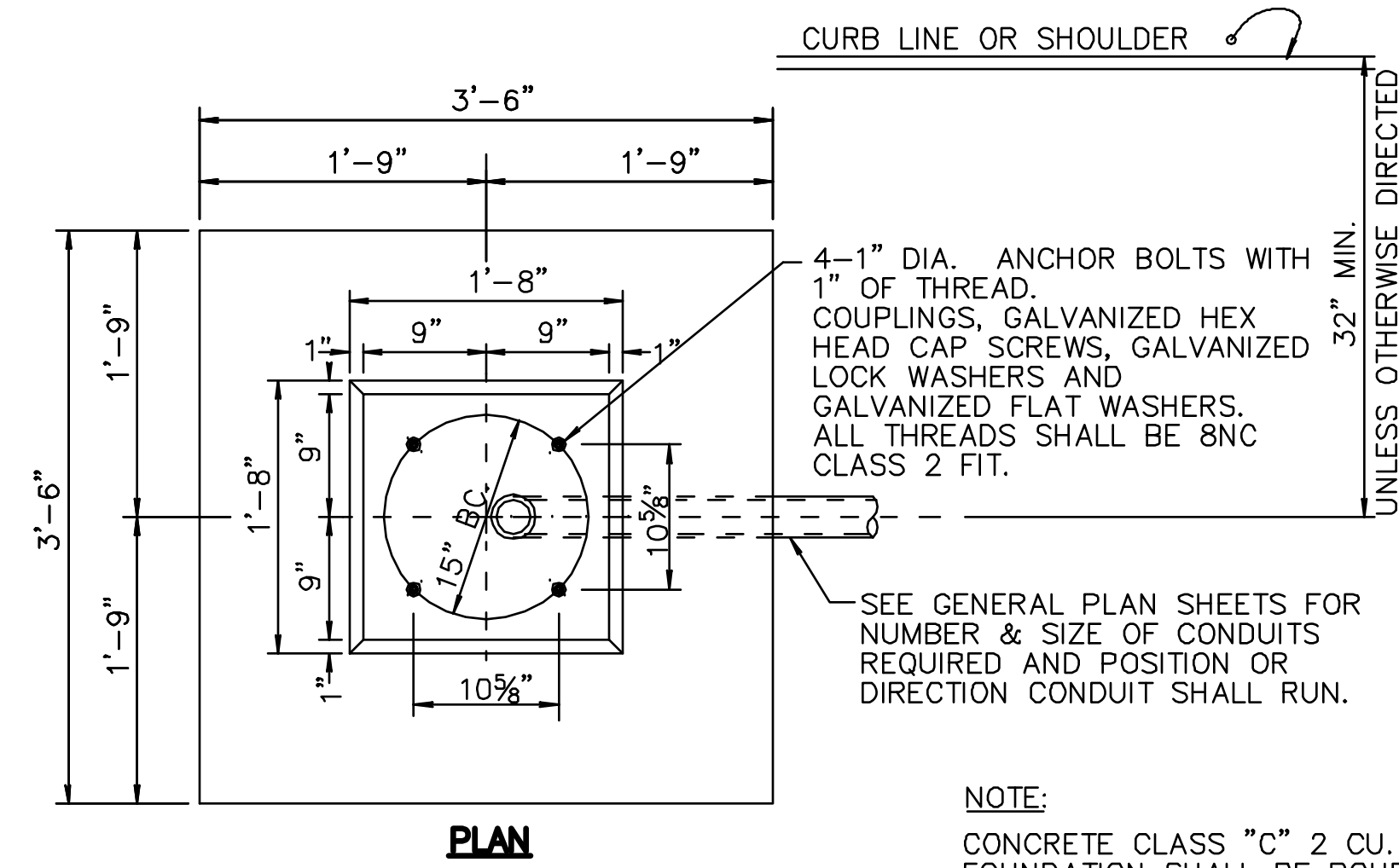
**FOUNDATION TYPE "P-MC"**

**ITEM**

- ① 3/8" X 12' LG. GROUND ROD.
- ② 3" DIA. RIGID METALLIC CONDUIT. (ALL SHALL EXTEND TO JUNCTION BOX)
- ③ RIGID METALLIC CONDUIT (SERVICE CONDUIT). SEE GENERAL PLAN FOR DIRECTION AND SIZE
- ④ 2" DIA. RIGID METALLIC CONDUIT (SERVICE CONDUIT)
- ⑤ 3/4" DIA. ANCHOR BOLTS (SEE "SPF" FOUNDATION FOR DETAILS)
- ⑥ DRAIN 1" DIA. RIGID METALLIC CONDUIT (PITCH TO JUNCTION BOX).
- ⑦ 2" X 2" X 1" GALV. TEE FITTING.
- ⑧ RIGID METALLIC CONDUIT (INTERCONNECT CONDUIT). SEE GENERAL PLAN FOR DIRECTION AND SIZE IF NOT SPECIFIED 2" DIA. RMC SHALL BE INSTALLED.
- ⑨ 2" DIA. RIGID METALLIC CONDUIT (INTERCONNECT CONDUIT)

**NOTES:**

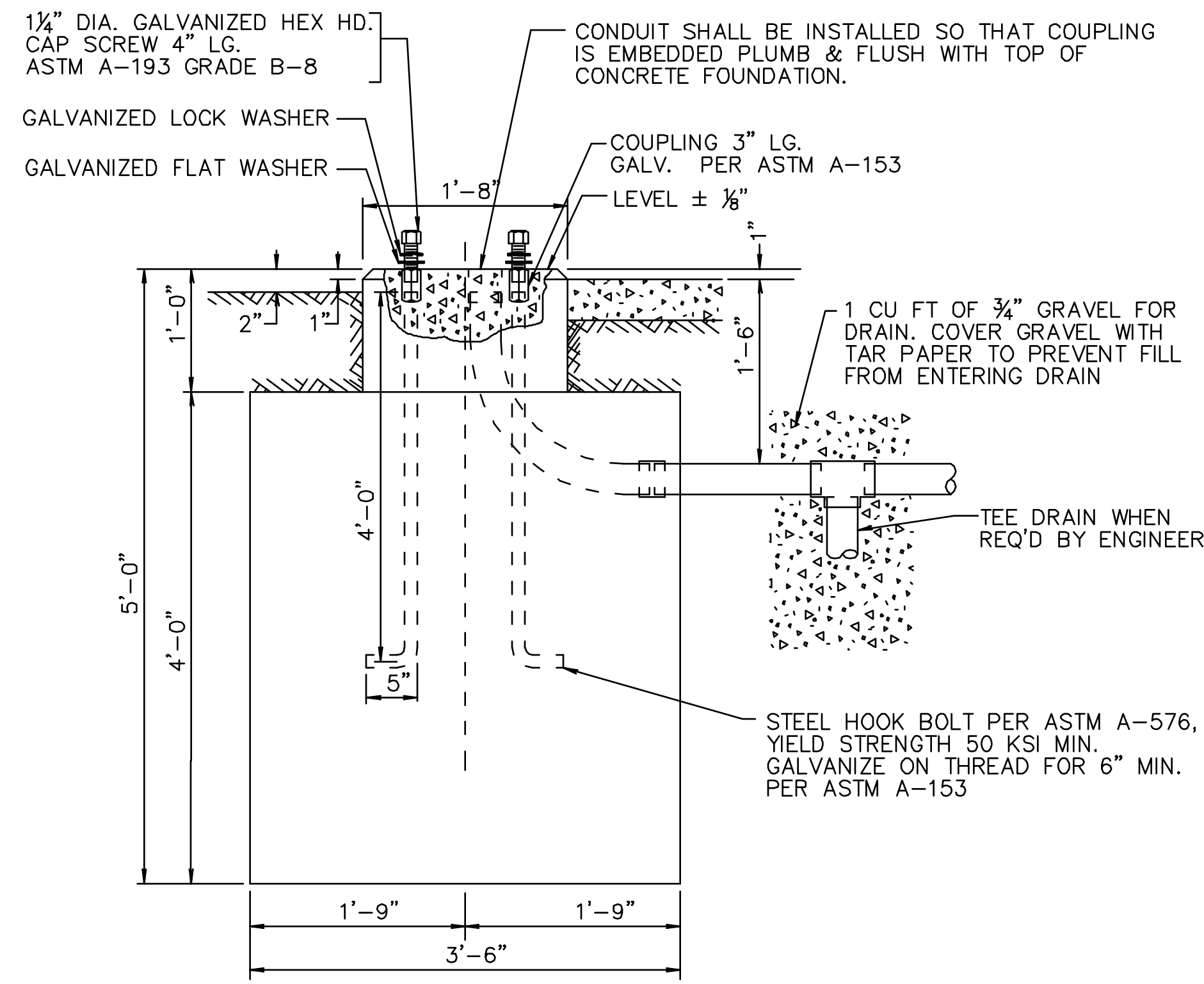
1. ALL CONDUIT SHALL BE INSTALLED SO THAT COUPLINGS ARE EMBEDDED PLUMB AND FLUSH WITH TOP OF CONCRETE FOUNDATION.
2. J-BOLT MUST BE INSERTED 1/2" ± 1/16" INTO 3" COUPLING
3. ALL FOUNDATIONS SHALL BE POURED MONOLITHIC



**PLAN**

**NOTE:**

CONCRETE CLASS "C" 2 CU. YDS.  
FOUNDATION SHALL BE POURED MONOLITHIC

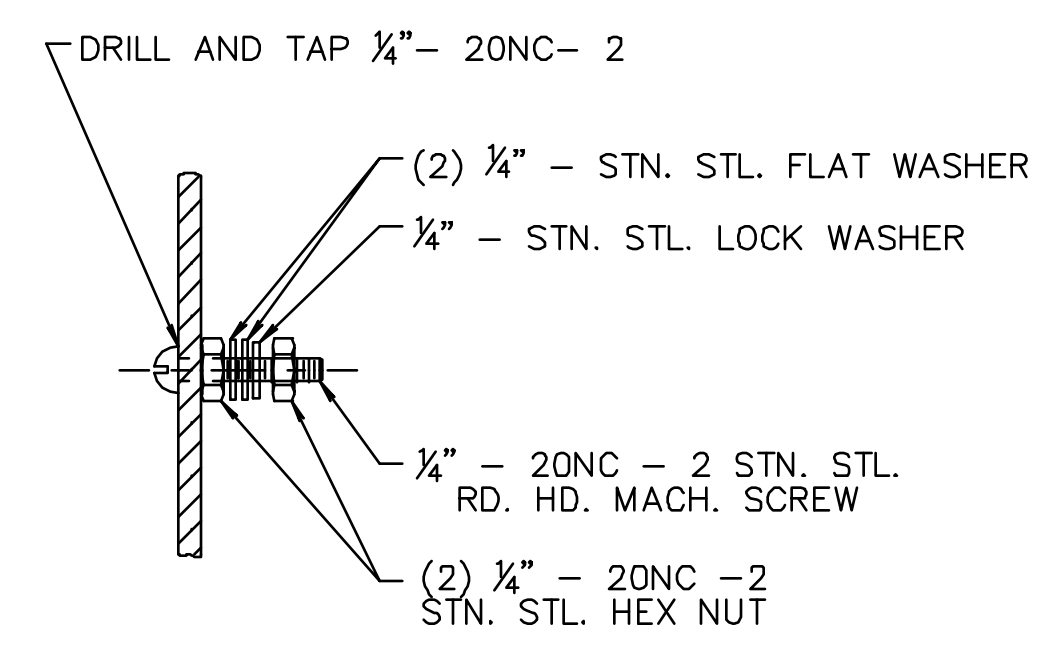
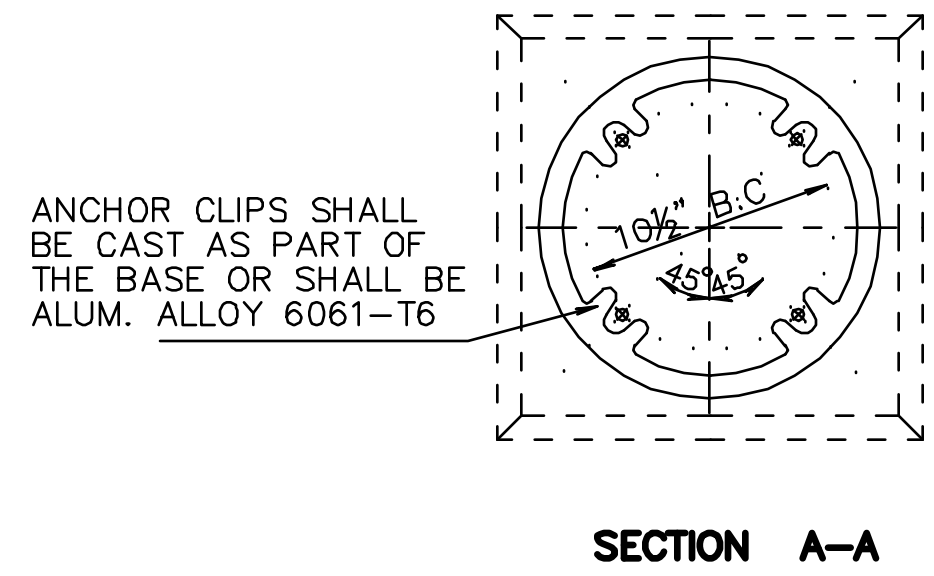


**ELEVATION**

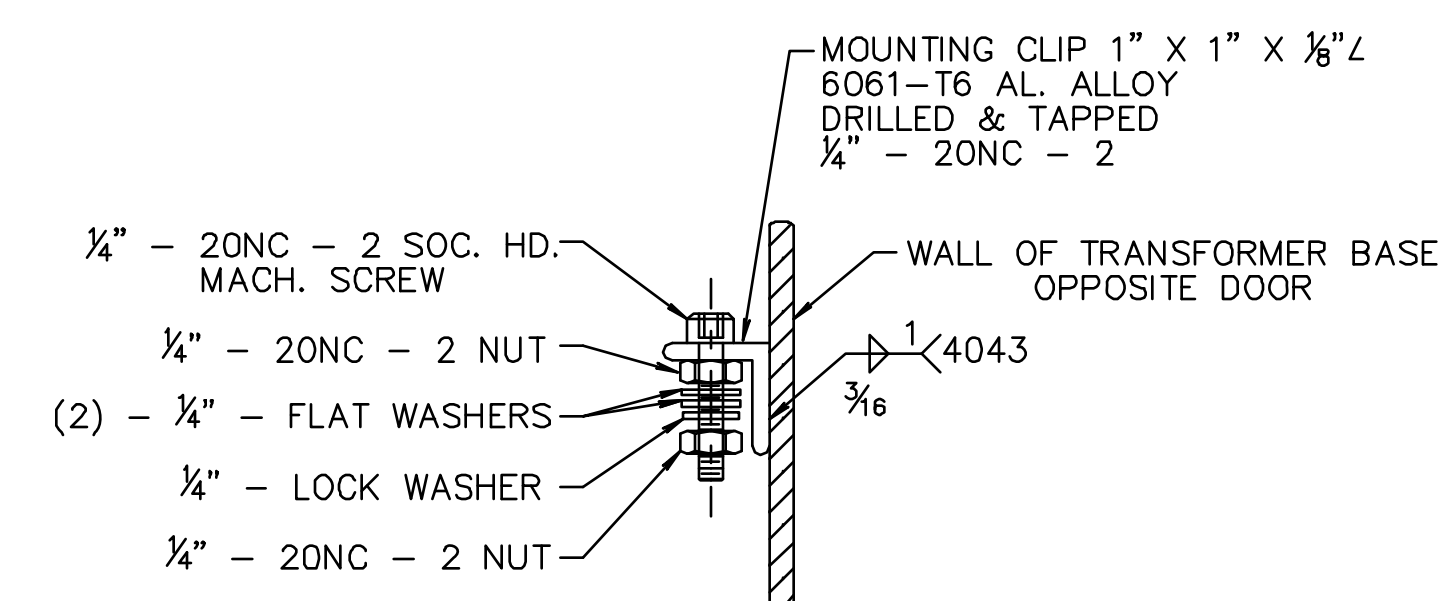
**STANDARD FOUNDATION TYPE SFT-H**

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UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS</b>			
<b>TYPICAL FOUNDATION DETAILS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 49 OF 62

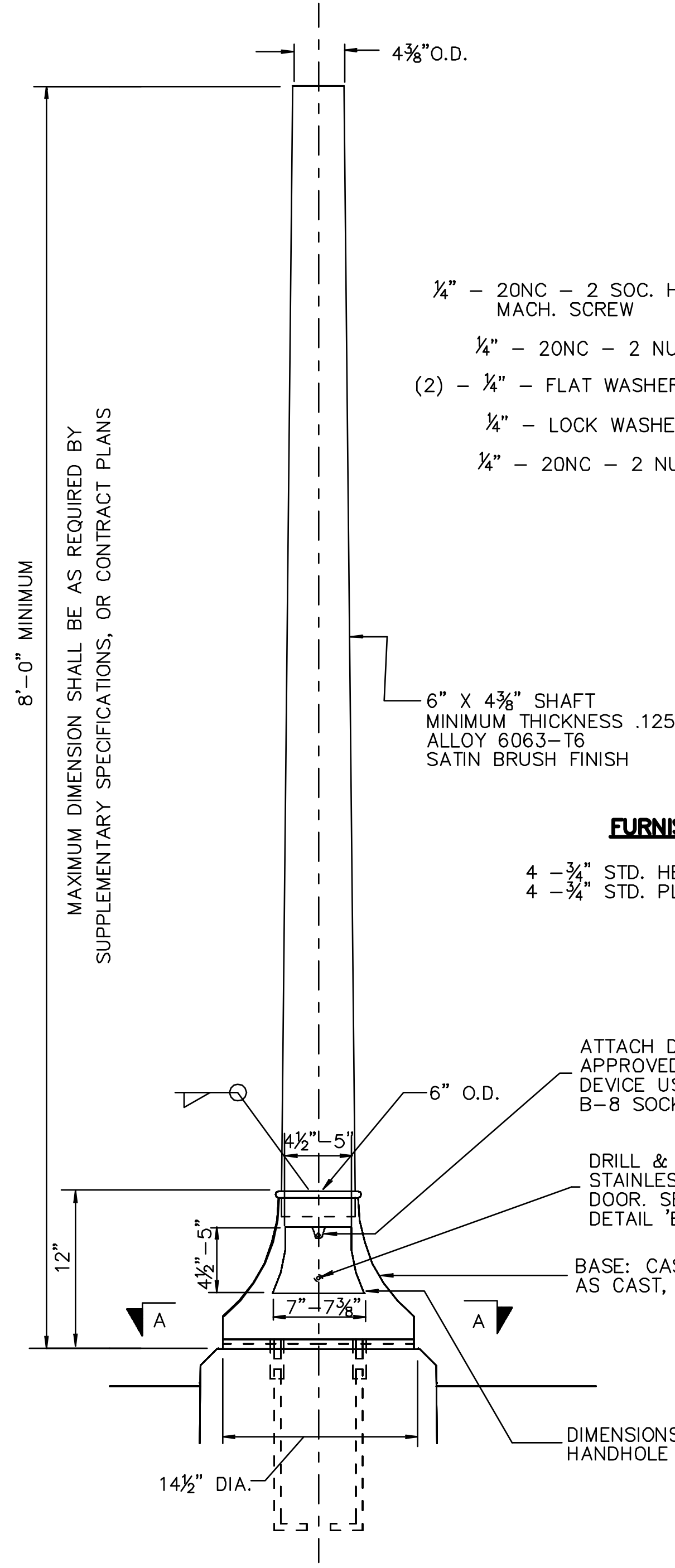
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**DETAIL "A"**  
GROUND STUD DETAIL  
OPPOSITE DOOR OPENING



**ALTERNATE DETAIL "B"**  
GROUND STUD DETAIL  
OPPOSITE DOOR OPENING

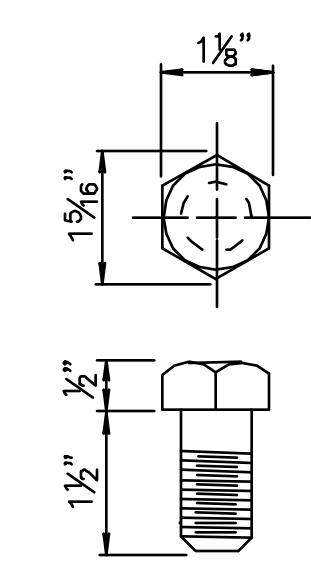


**TRAFFIC SIGNAL PEDESTAL**

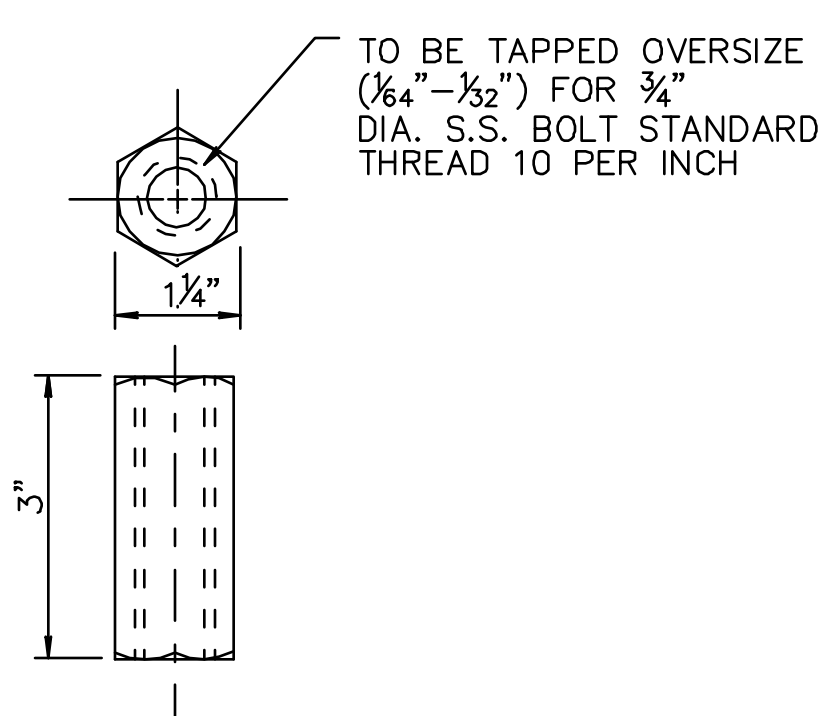
**FURNISH WITH EACH PEDESTAL**  
4 - 3/4" STD. HEX. HEAD BOLT } SEE ANCHOR BOLT  
4 - 3/4" STD. PLAIN WASHER } DETAIL FOR TYPE

ATTACH DOOR TO BASE WITH AN APPROVED VANDAL RESISTANT LOCKING DEVICE USING A 1/4" STN. STL. GRADE B-8 SOCKET HEAD CAP SCREW.  
DRILL & TAP 1/4"-20NC FOR 1 1/2" STAINLESS STEEL GROUND STUD OPPOSITE DOOR. SEE DETAIL 'A' OR ALTERNATE DETAIL 'B'.  
BASE: CAST ALUMINUM - 356 -T6 AS CAST, ASTM DES. SG70A

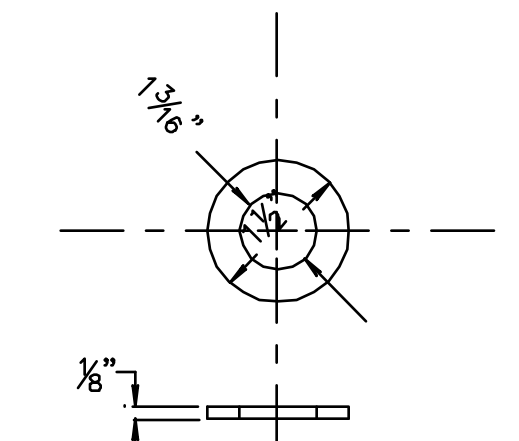
DIMENSIONS SHOWN ARE FOR HANDHOLE CLEARANCES.



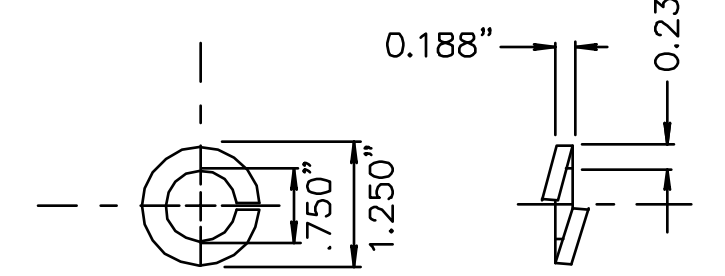
**3/4" STD. HEX HD. BOLT**  
STAINLESS STEEL ASTM A-193 GRADE B8  
U.S. STANDARD THREADS 10 PER INCH  
4- REQ'D. PER PEDESTAL



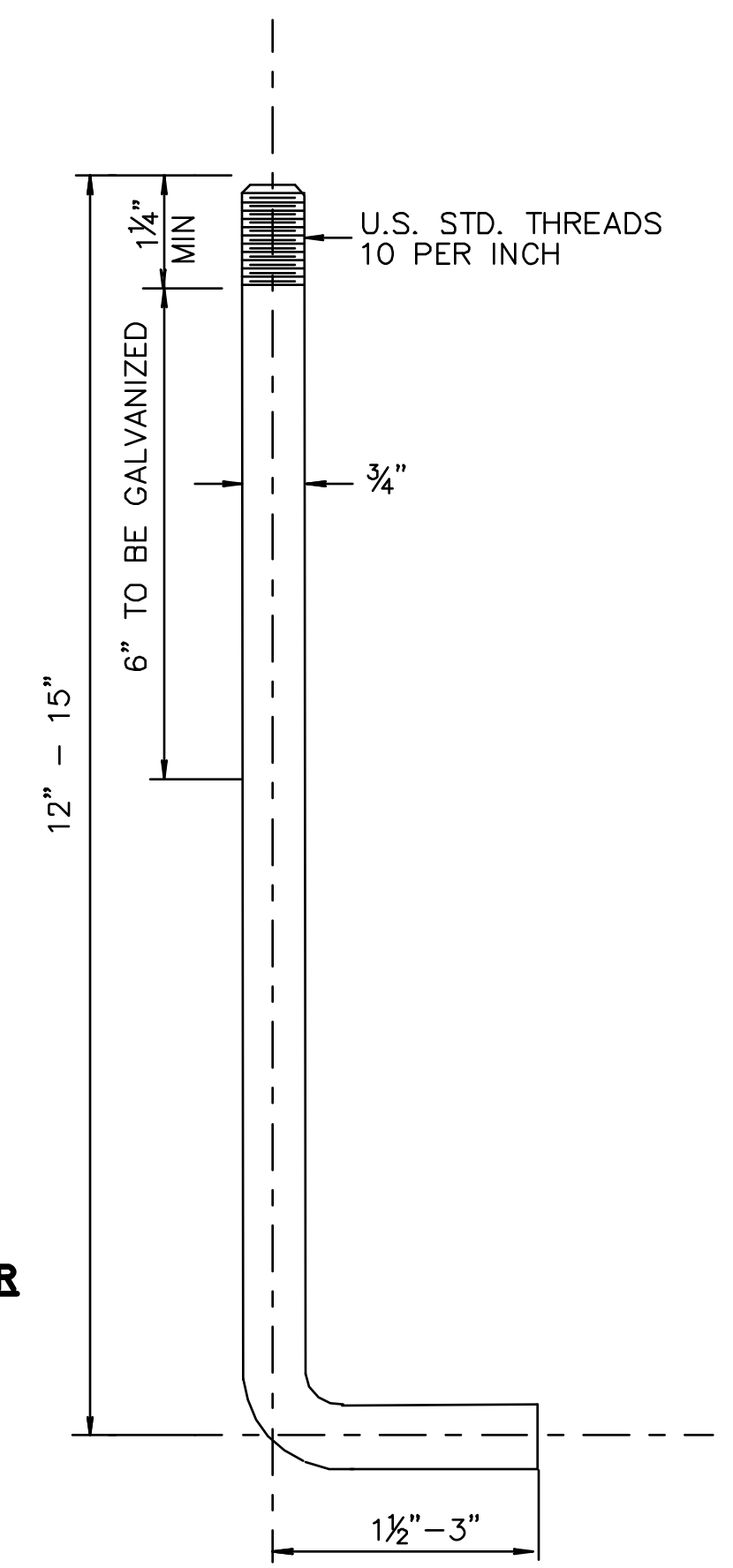
**HEX STEEL ROD COUPLING**  
GALVANIZED PER ASTM A-153  
3/4" U.S. STD. THREADS (SEE NOTE ABOVE)  
1 1/2" HEX STOCK 4-REQ'D. PER PEDESTAL



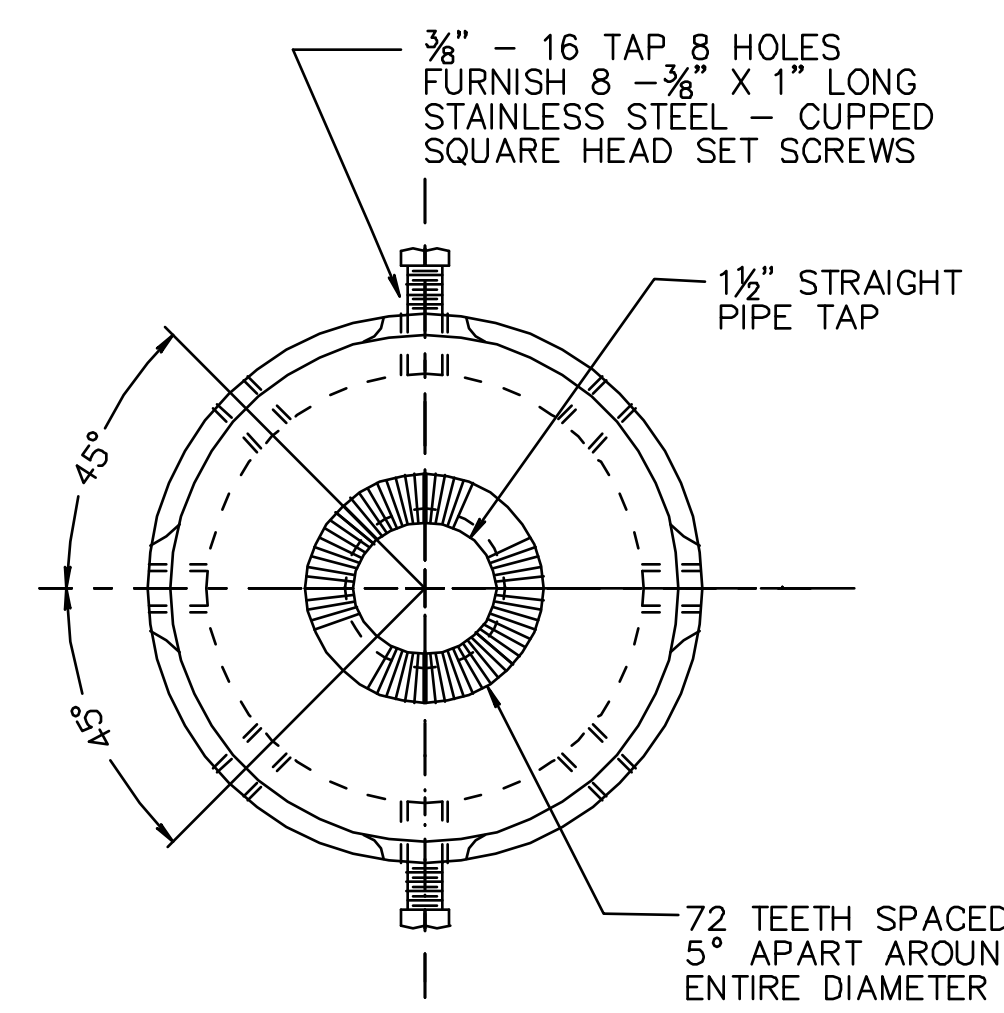
**3/4" SAF STD. PLAIN WASHER**  
STAINLESS STEEL  
4- REQ'D. PER PEDESTAL



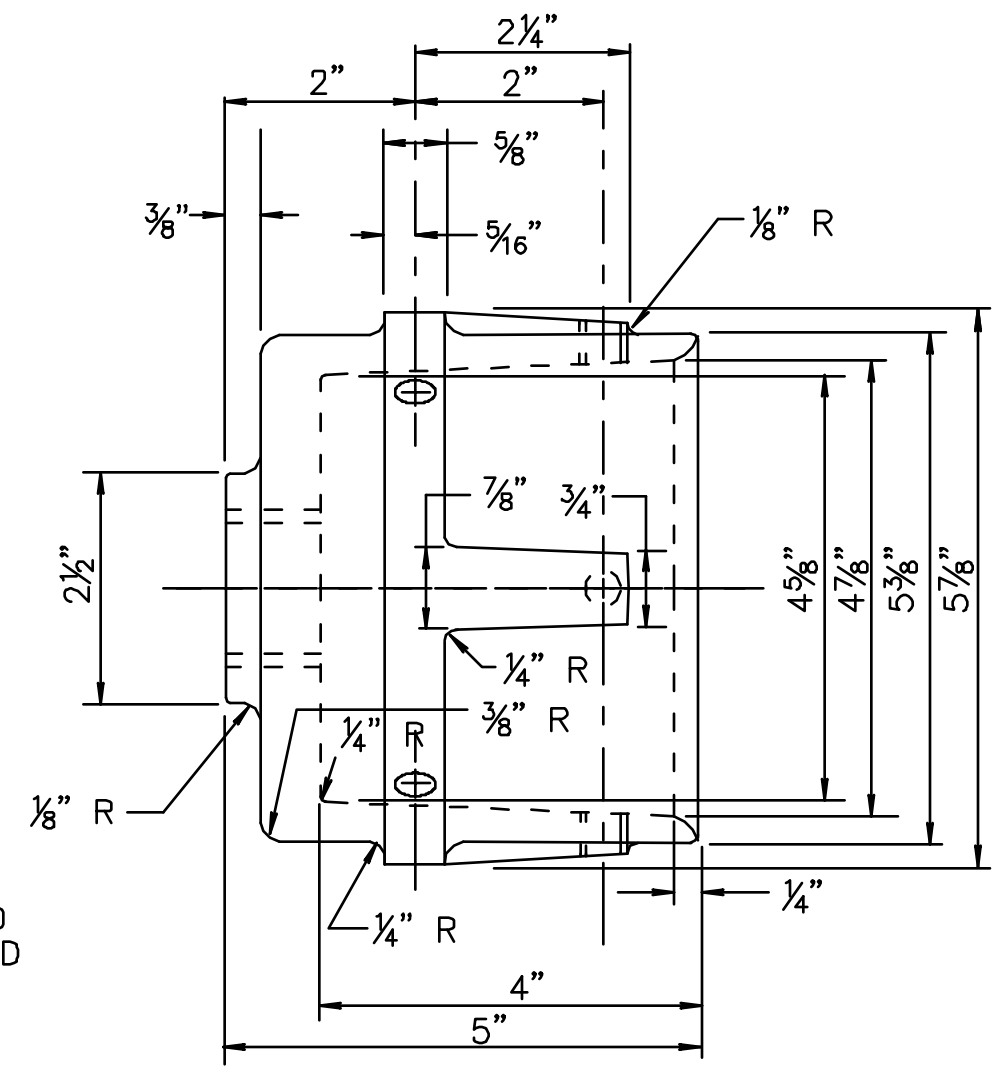
**3/4" STD. LOCK WASHER**  
STAINLESS STEEL  
4- REQ'D. PER PEDESTAL



**3/4" DIA. ANCHOR BOLT**  
STEEL PER ASTM A-576  
4- REQ'D. PER PEDESTAL  
TOP 6" SHALL BE GALVANIZED PER ASTM A-153



**SLIP FITTER DETAIL**  
MATERIAL: ALUMINUM ALLOY 356

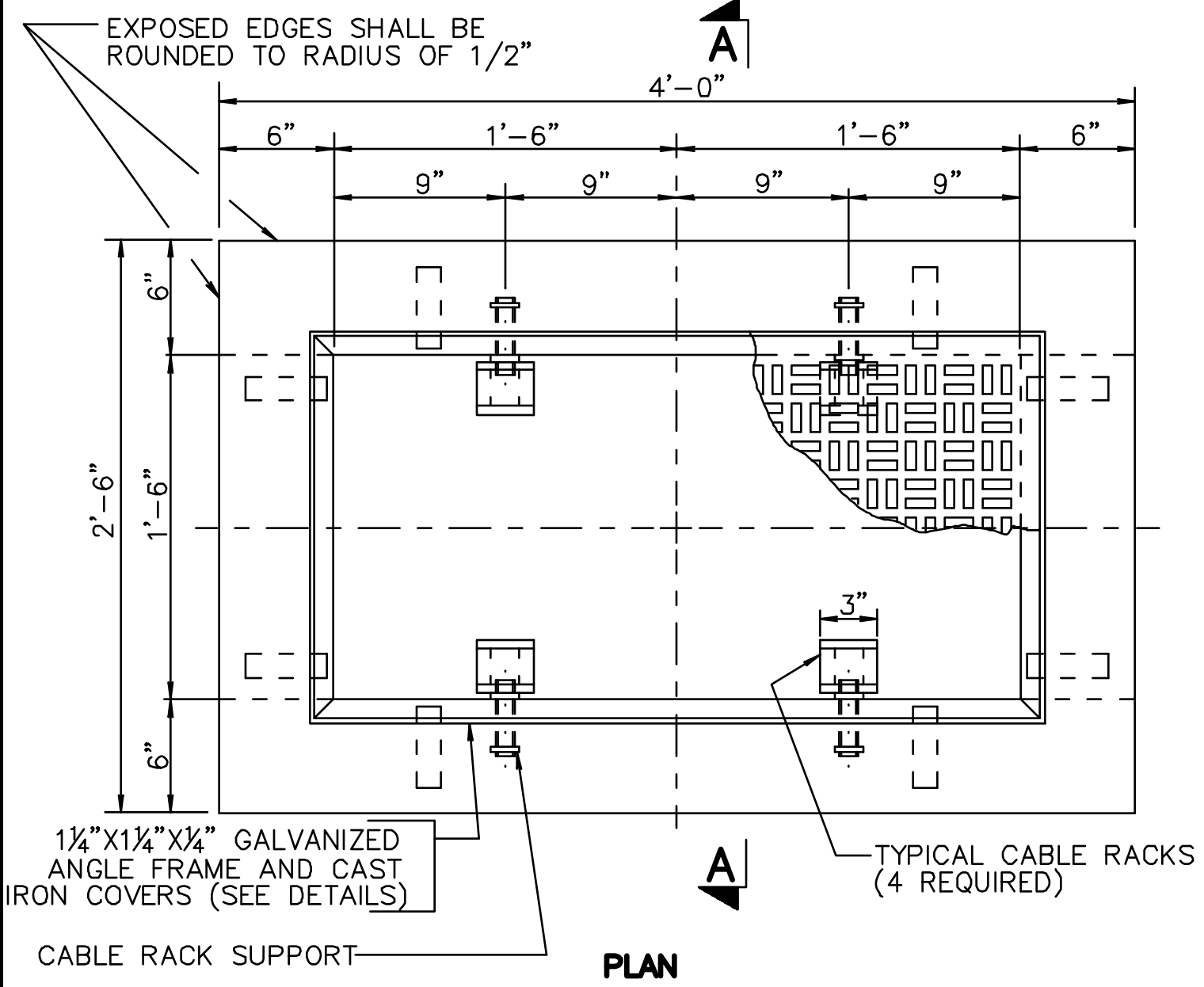


**TYPICAL PUSH BUTTON STANDARD  
PUSH BUTTON ASSEMBLY INSTALLED**

**NOTES:**  
1. PEDESTAL STANDARDS SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS.  
2. ALL TOLERANCES OF CASTINGS SHALL BE ± 1/32".

REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS SIGNAL DETAILS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 50 OF 62



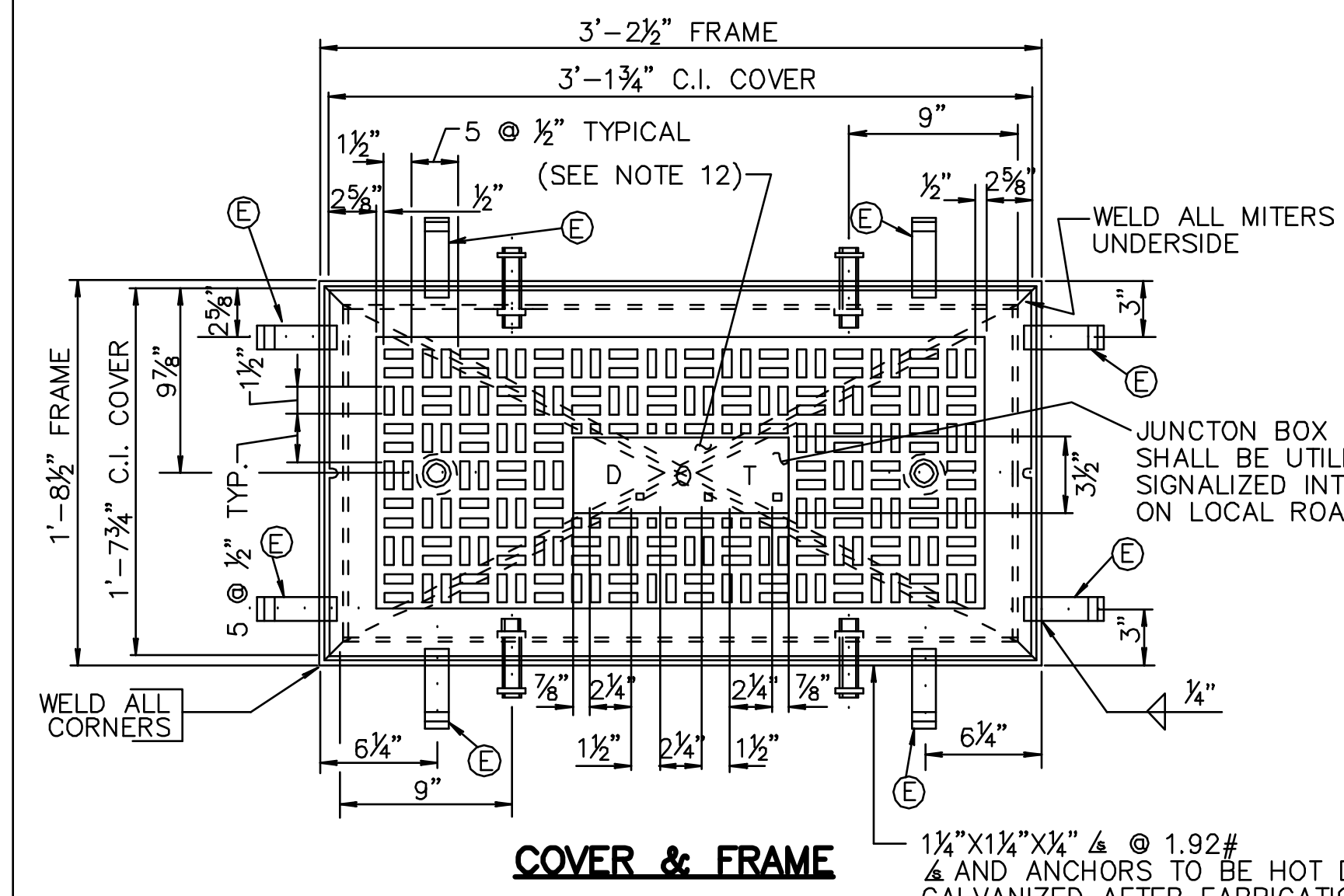


**18" X 36" JUNCTION BOX - CLASS "JB"**

CONCRETE CLASS "C" USING APPROVED 3/8" AGGREGATE 0.8 CU. YD.

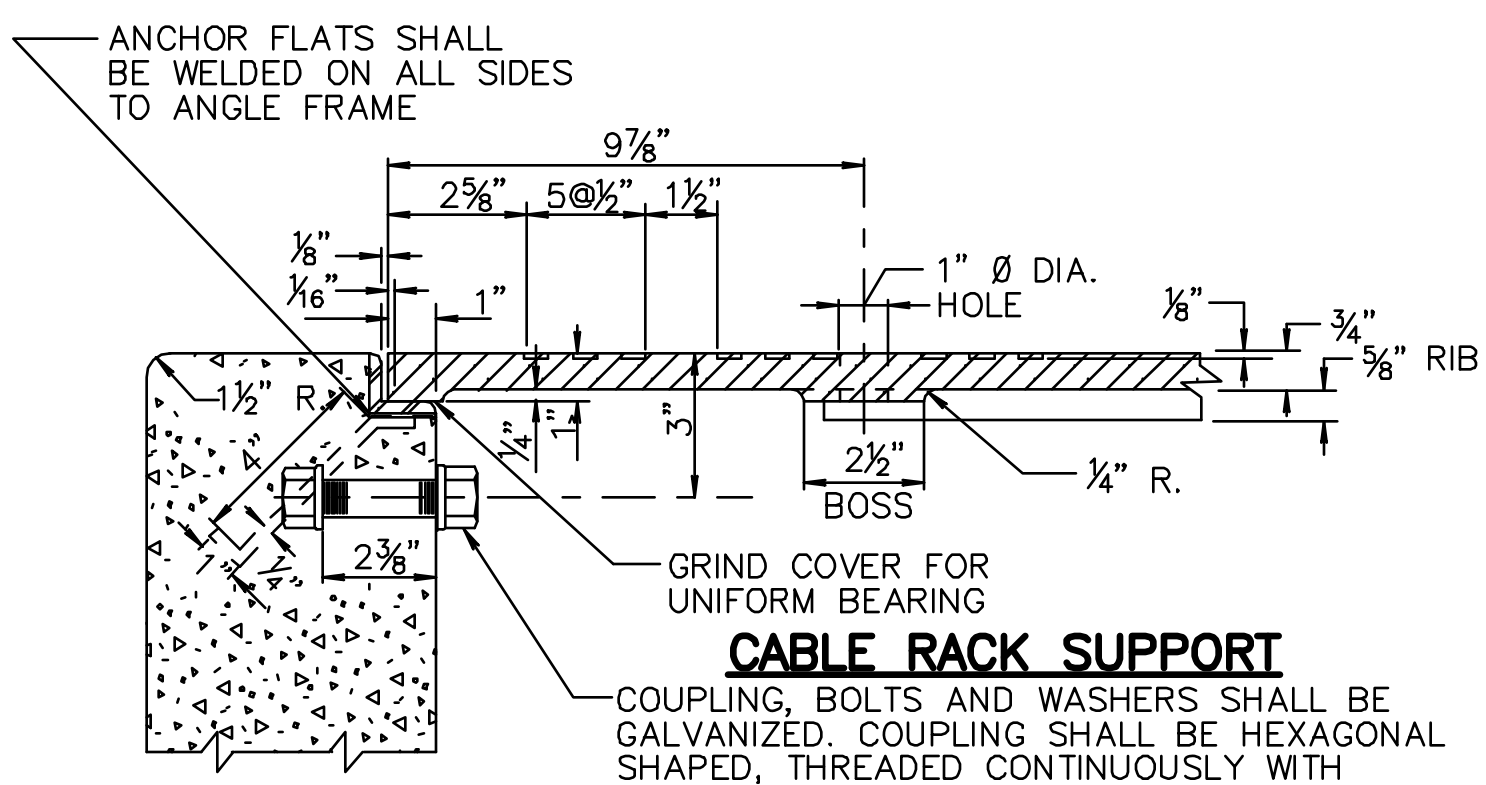
**NOTES**

MINIMUM WEIGHT OF FRAME = 16 LBS.  
 MINIMUM WEIGHT OF C.I. COVER = 150 LBS.  
 FRAME AND ANCHORS OF STRUCTURAL STEEL.  
 (E) - DENOTES 1" X 1/4" X 6" STL. ANCHORS (8 REQUIRED)



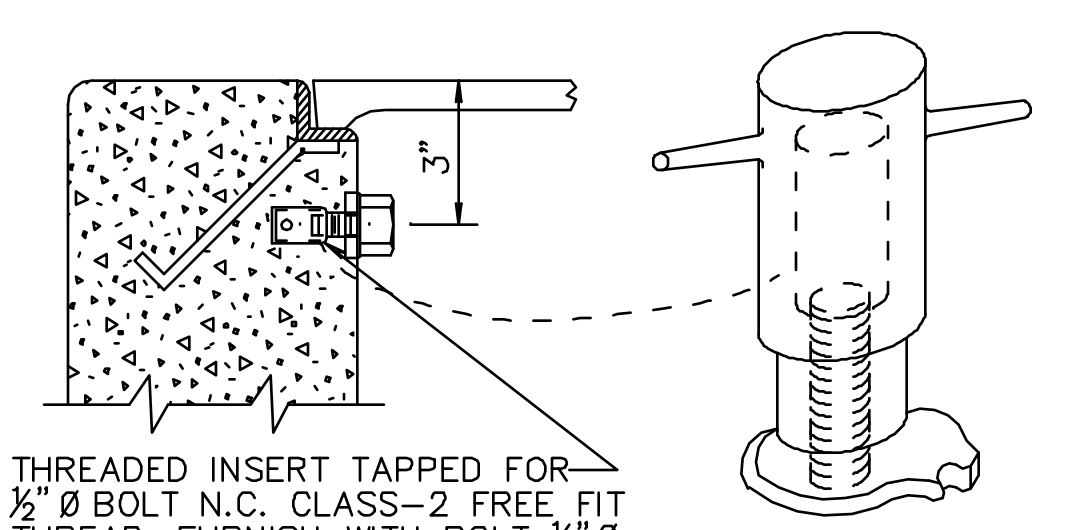
**COVER & FRAME**

1 1/4" X 1 1/4" X 1/4" A @ 1.92# AND ANCHORS TO BE HOT DIP GALVANIZED AFTER FABRICATION.

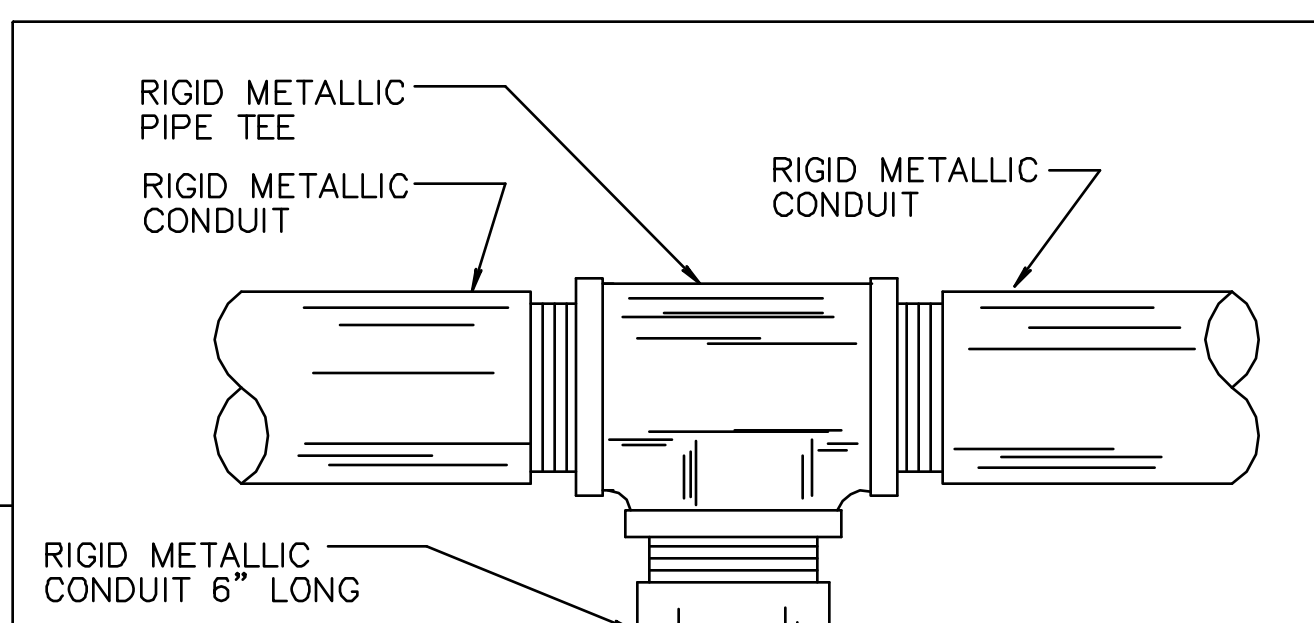


**SECTION THRU JUNCTION BOX**

**ALTERNATE CABLE RACK SUPPORT**

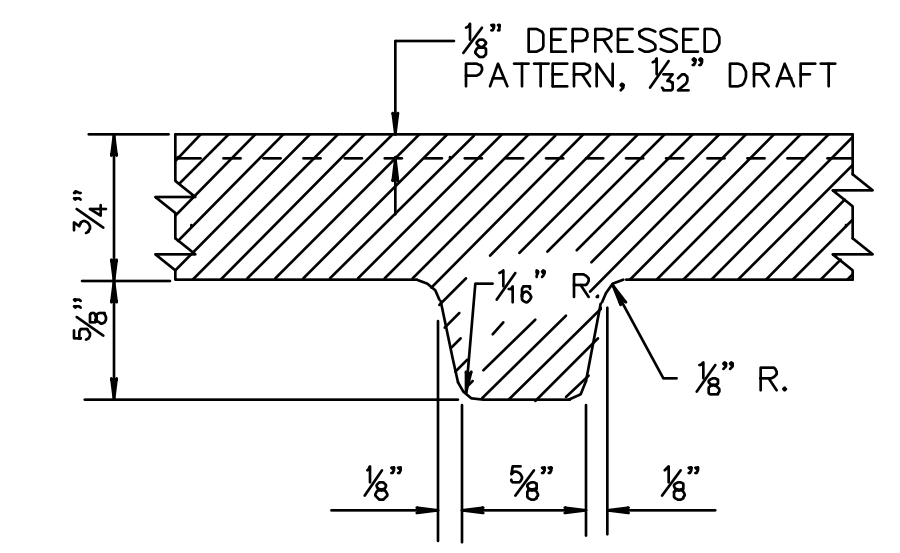


THREADED INSERT TAPPED FOR 1/2" Ø BOLT N.C. CLASS-2 FREE FIT THREAD. FURNISH WITH BOLT 1/2" Ø N.C. CLASS-2 FREE FIT THREAD, 1 1/2" LONG AND FLAT WASHER 1/2" I.D. X 1 1/2" O.D. BOLTS AND WASHERS SHALL BE GALVANIZED. INSERTS SHALL BE GALVANIZED STEEL OR GLASS FILLED THERMOPLASTIC MATERIAL. FURNISH HARDWARE AS REQUIRED ABOVE.



**TYPICAL TEE DRAIN**

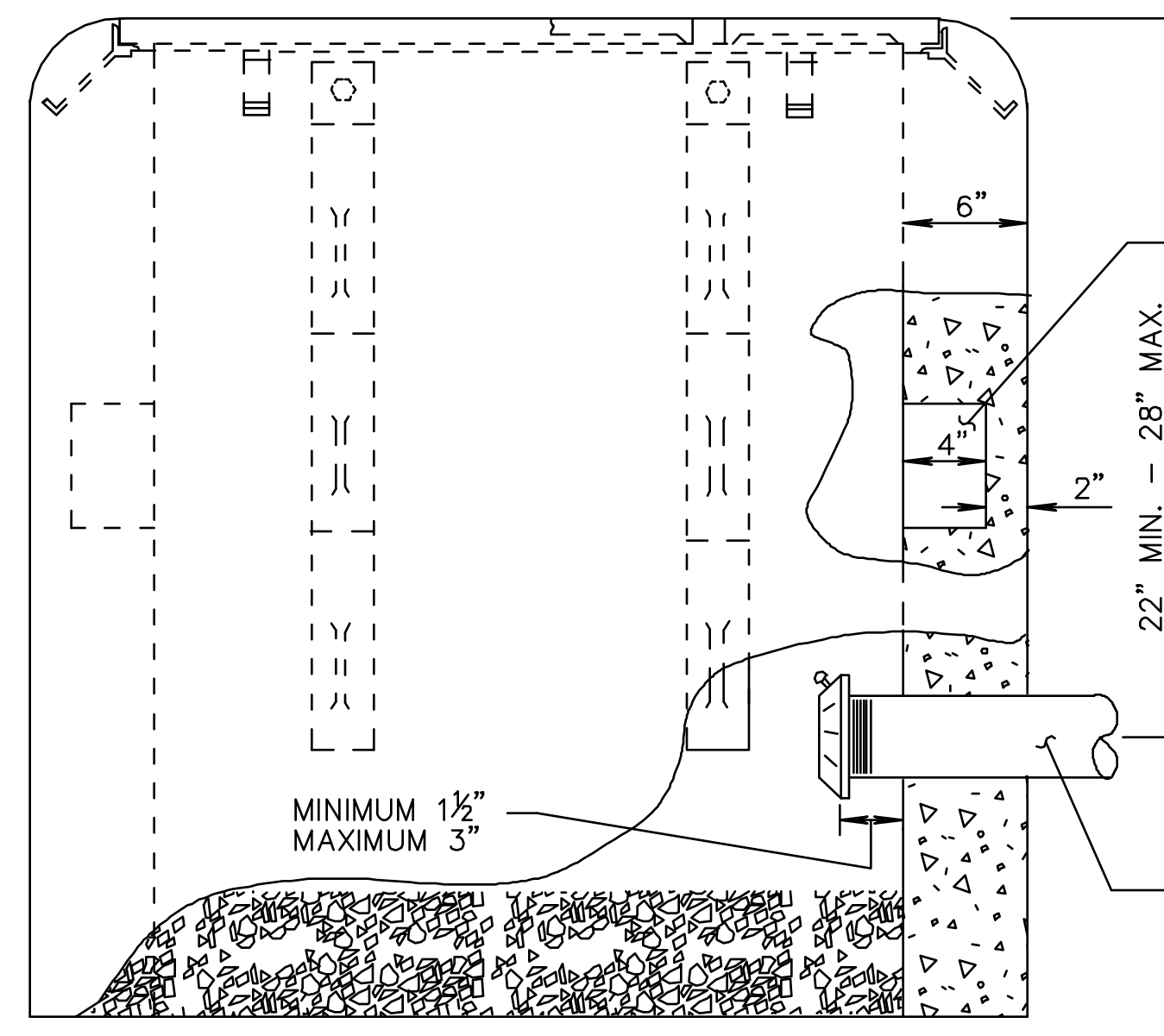
ONE CUBIC FOOT OF 3/4" AGGREGATE SHALL CONSIST OF BROKEN STONE, WASHED GRAVEL OR BLAST FURNACE SLAG FOR DRAIN. COVER WITH TAR PAPER TO PREVENT BACK FILL FROM ENTERING DRAIN.



**SECTION OF RIB**

**NOTES:**

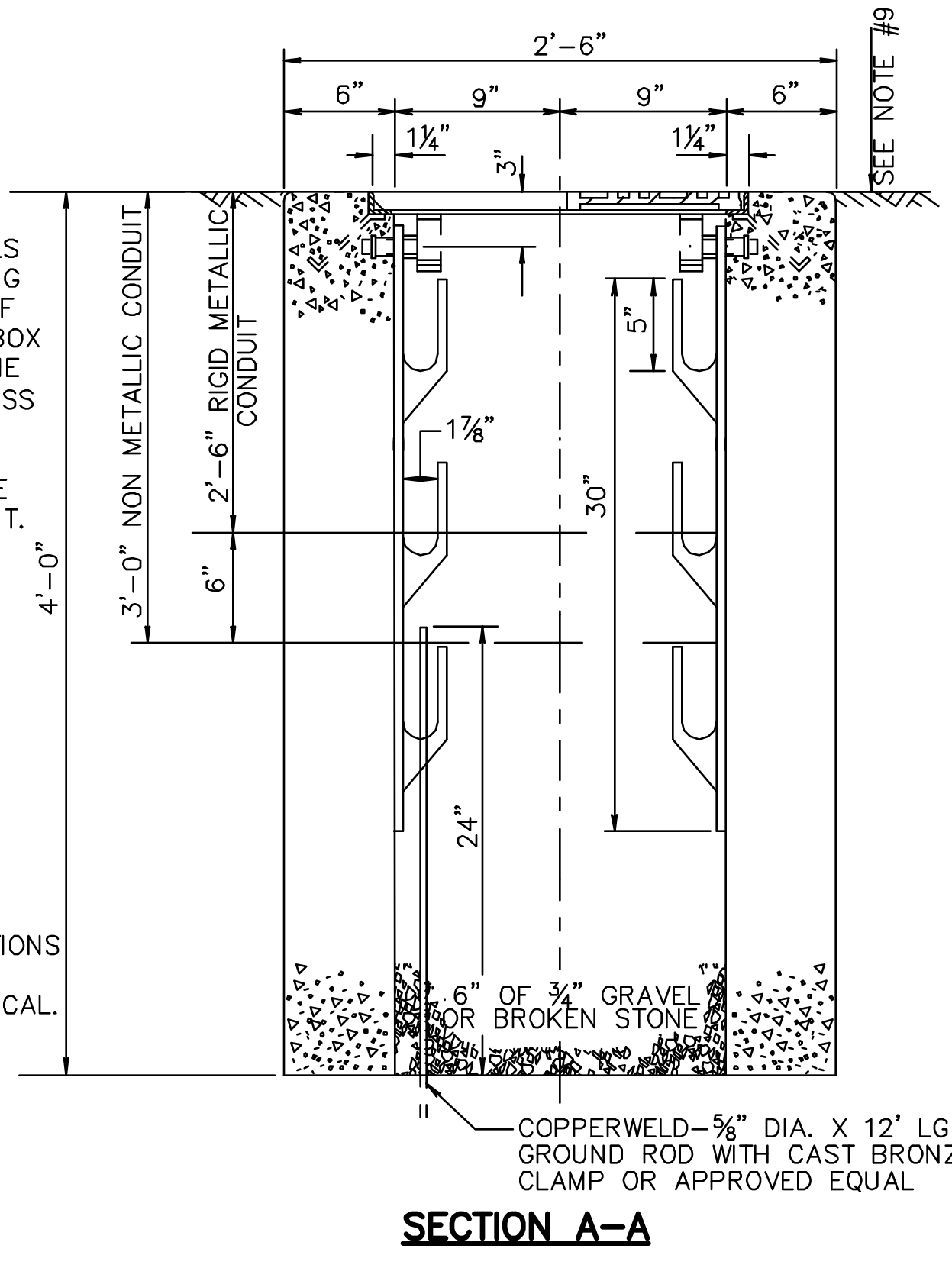
- JUNCTION BOX FOUNDATION SHALL BE SET PARALLEL TO THE CURB AND TOP OF JUNCTION BOX SHALL BE SET AT GRADE IN SIDEWALK, PAVED AREA, IN GRASS OR DIRT AREAS.
- CABLE RACKS FURNISHED AND INSTALLED AS INDICATED.
- BONDING AND GROUNDING INSULATED BUSHINGS SHALL BE INSTALLED ON METALLIC CONDUITS TERMINATING IN JUNCTION BOXES AND/OR FOUNDATIONS AND SHALL HAVE A FITTING TO PREVENT ENTRY OF FOREIGN MATTER PRIOR TO INSTALLATION OF WIRING.
- A NYLON CORD, 125 POUND MINIMUM TEST STRENGTH, SHALL BE FURNISHED AND INSTALLED IN ALL CONDUITS. SEE SPECIFICATIONS.
- CONDUITS SHALL ENTER JUNCTION BOX PERPENDICULAR TO WALLS OR AS APPROVED BY THE ENGINEER. A 2" SEPARATION SHALL BE MAINTAINED BETWEEN ADJACENT WALLS, CONDUITS, AND CABLE RACK LOCATIONS.
- TERMINAL ENDS OF ALL METALLIC CONDUIT SHALL BE THREADED.
- ALL NON-METALLIC CONDUITS SHALL TERMINATE WITH BELL END CONSTRUCTION IN JUNCTION BOX.
- ALL UNUSED CONDUITS SHALL BE PLUGGED OR CAPPED.
- ENGINEER MAY REQUIRE TOP OF JUNCTION BOX TO BE INCLINED IN ORDER TO CONFORM WITH FIELD CONDITIONS. JUNCTION BOX SHALL BE SET TO GRADE IN SIDEWALK AREA AND IN ALL OTHER AREAS.
- WARNING TAPE SHALL BE A RED 4 MIL. FLEXIBLE POLYETHYLENE FILM WHICH IS RESISTANT TO ACIDS, BASES, HYDROCARBONS AND WATER.
- IN INCLINE AREA, NO PART OF THE JUNCTION BOX SHALL EXTEND MORE THAN 4" ABOVE THE FINISH GRADE.
- JUNCTION BOX COVER WITHOUT D.O.T. LOGO SHALL BE UTILIZED FOR ALL LOCAL SIGNALIZED INTERSECTIONS AND BRIDGES ON LOCAL ROADS.



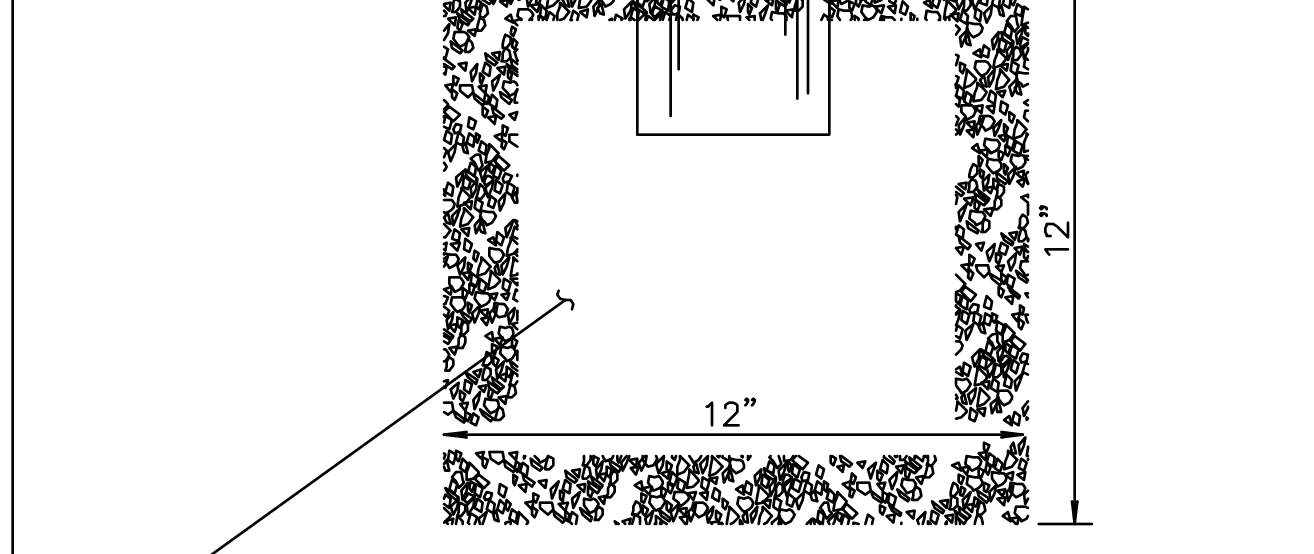
**ELEVATION**

6" X 18" X 4" RECESS IN END WALLS OF JUNCTION BOX FOR INSERTING REQUIRED CONDUITS. NUMBER OF CONDUITS ENTERING JUNCTION BOX SHALL BE DETERMINED FROM THE GENERAL PLANS. WALL OF RECESS SHALL BE BROKEN, CONDUIT(S) INSERTED AND REMAINING AREA OF WALL AND RECESS SHALL BE COMPLETELY SEALED WITH GROUT.

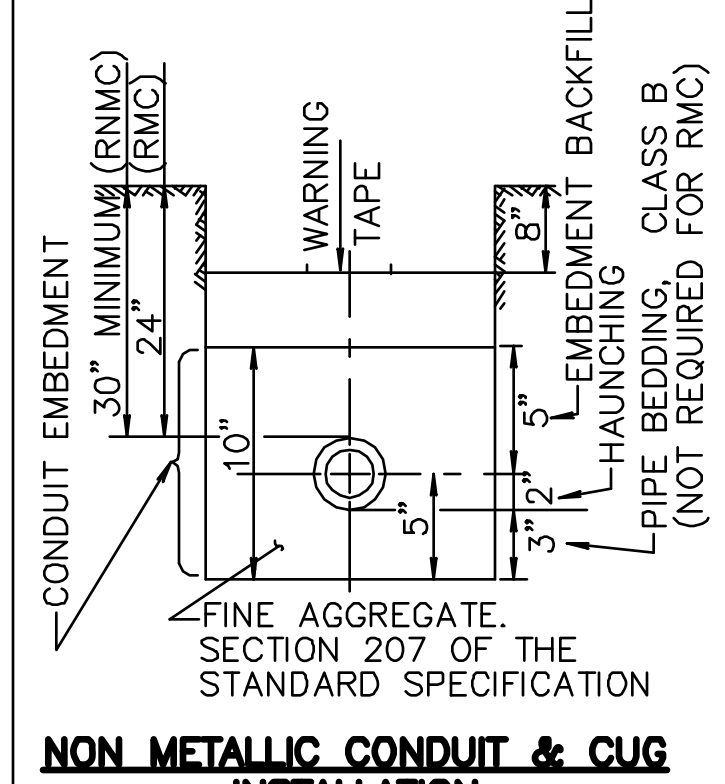
ADDITIONAL OPENINGS SHALL BE PROVIDED AT APPROVED ELEVATIONS FOR UNDER ROADWAY CONDUITS ENTERING JUNCTION BOX - TYPICAL.



**SECTION A-A**



**CONDUITS INSTALLATION - OPEN CUT METHOD**

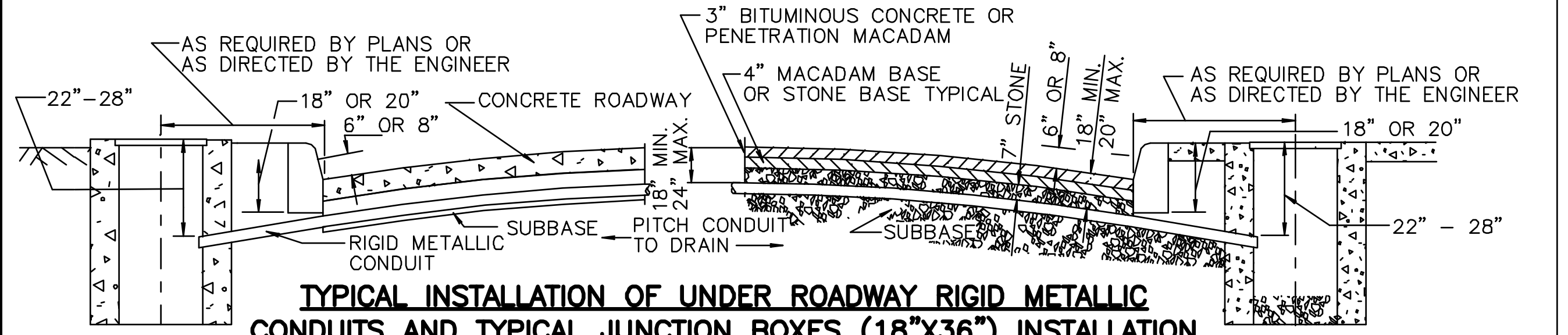


**NON METALLIC CONDUIT & CUG INSTALLATION**

**TYPICAL CONDUIT INSTALLATION**

**RIGID METALLIC CONDUIT INSTALLED IN SUBBASE OF CONCRETE ROAD**

**RIGID METALLIC CONDUIT INSTALLED IN SUBBASE OF BITUMINOUS SURFACE ROAD**



**TYPICAL INSTALLATION OF UNDER ROADWAY RIGID METALLIC CONDUITS AND TYPICAL JUNCTION BOXES (18" X 36")**

SUBJECT TO APPROVAL OF THE ENGINEER

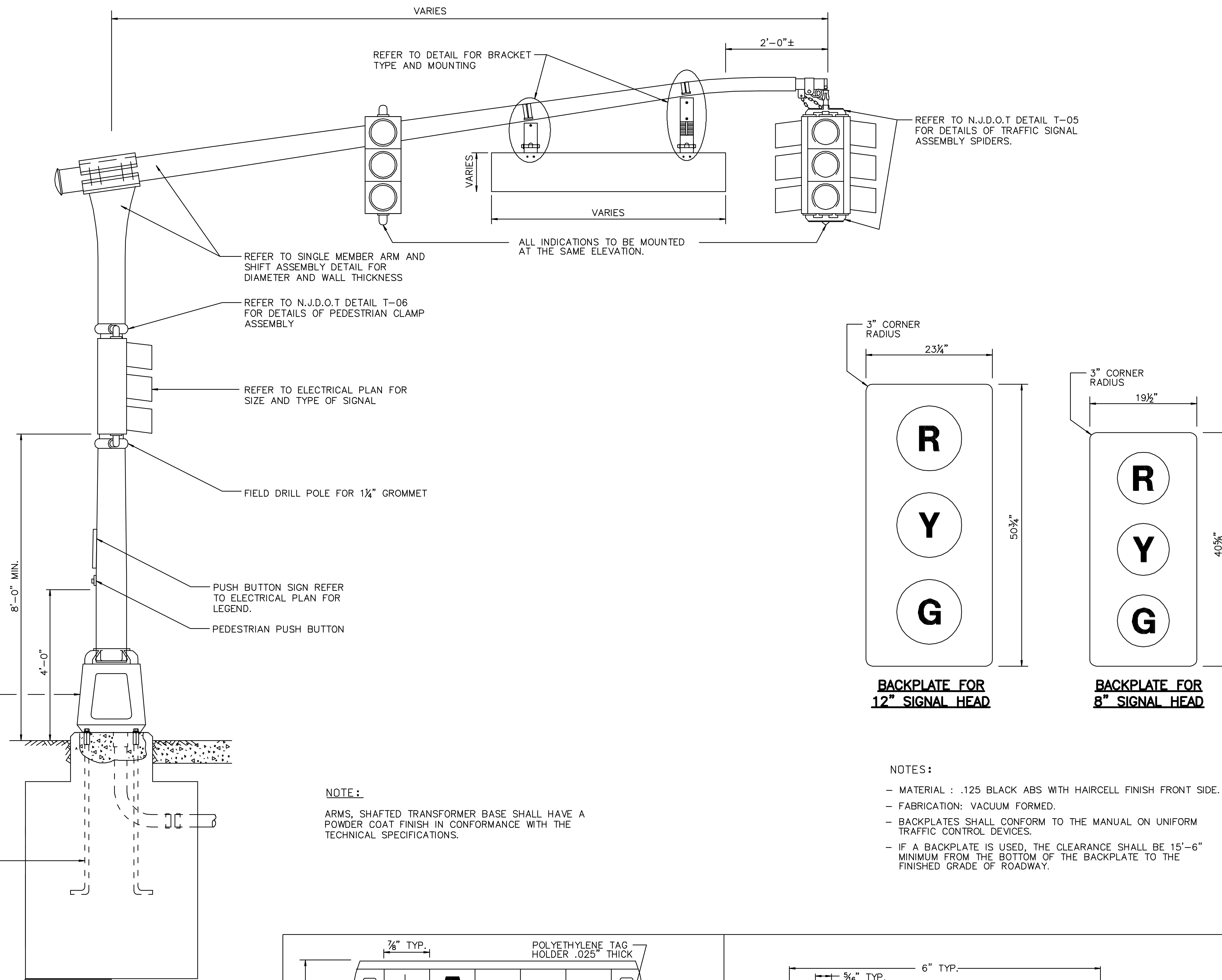
WARNING TAPE  
 CAUTION CAUTION CAUTION  
 ELECTRIC LINE BURIED BELOW

6" TYP. BLACK LETTERS ON RED BACKGROUND

REVISION	BY	CKD	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS</b>			
<b>JUNCTION BOX</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 51 OF 62

THE LOUIS BERGER GROUP - Feb. 10, 2014 - 12:33pm - CADD FILE: L:\TRANS\CP-2011\CCC 1263 Elizabeth Sprague\CADD\DWG\08 - Construction Details\010.dwg

THE LOUIS BERKESS GROUP - Feb. 10, 2014 - 12:45pm - CADD FILE: L:\TRANS\CP-2011\CCC-1213 Elizabeth Signals\CADD\DWGS\08 - Construction Details\017.dwg



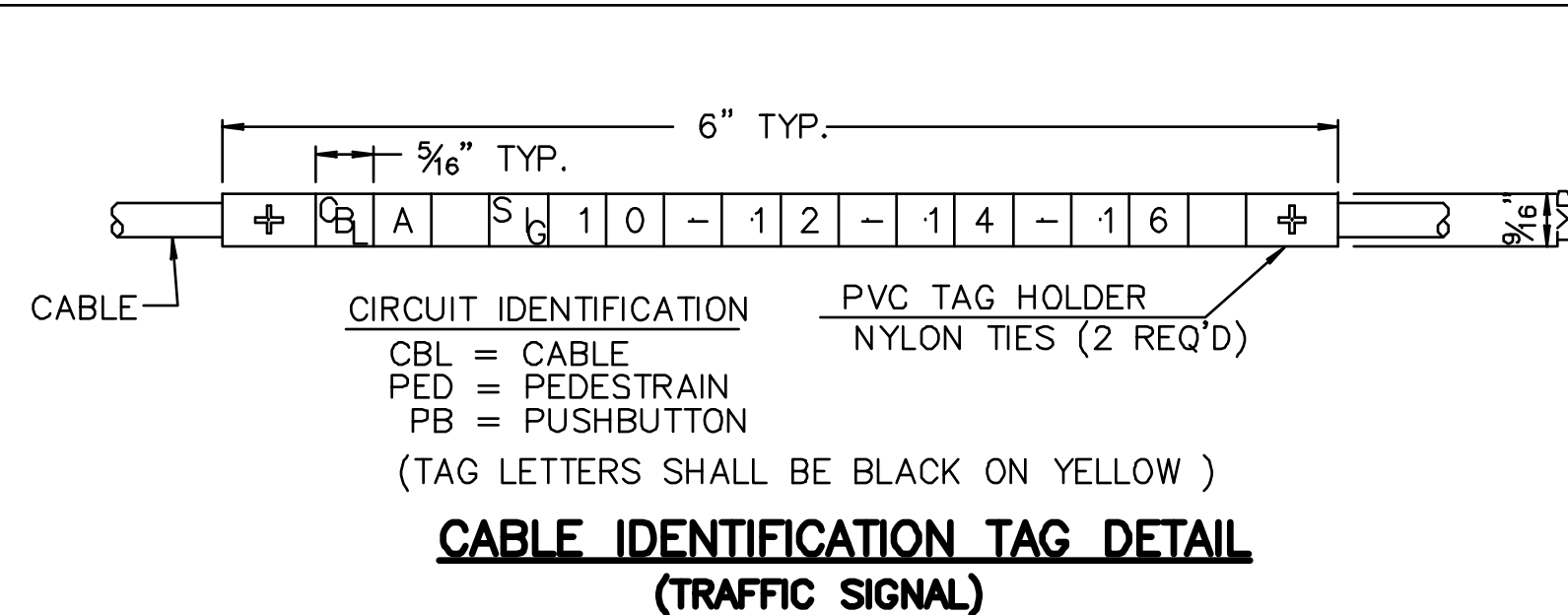
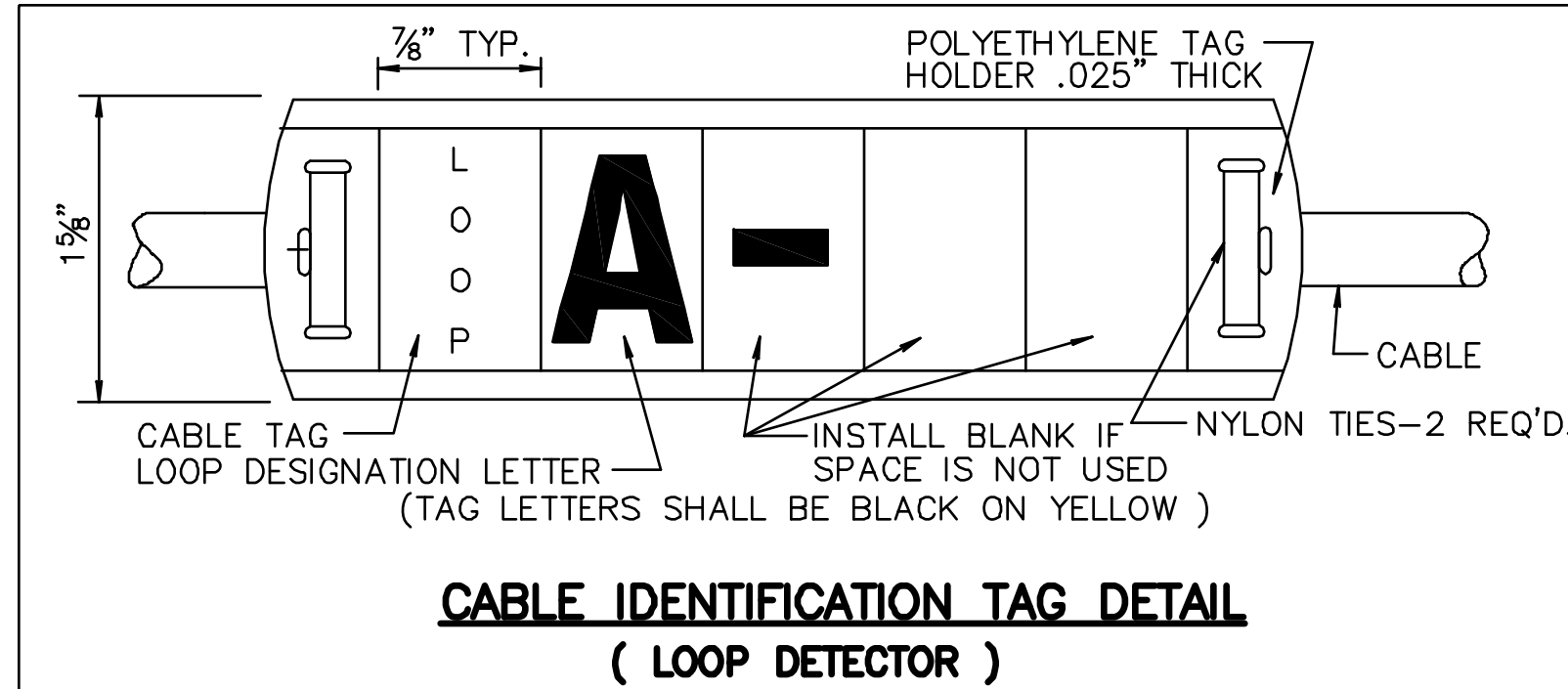
REFER TO ELECTRICAL DETAILS FOR SIZE AND TYPE

REFER TO FOUNDATION DETAIL FOR ANCHORAGE DIAMETER AND LENGTH.

**TYPICAL INSTALLATION**

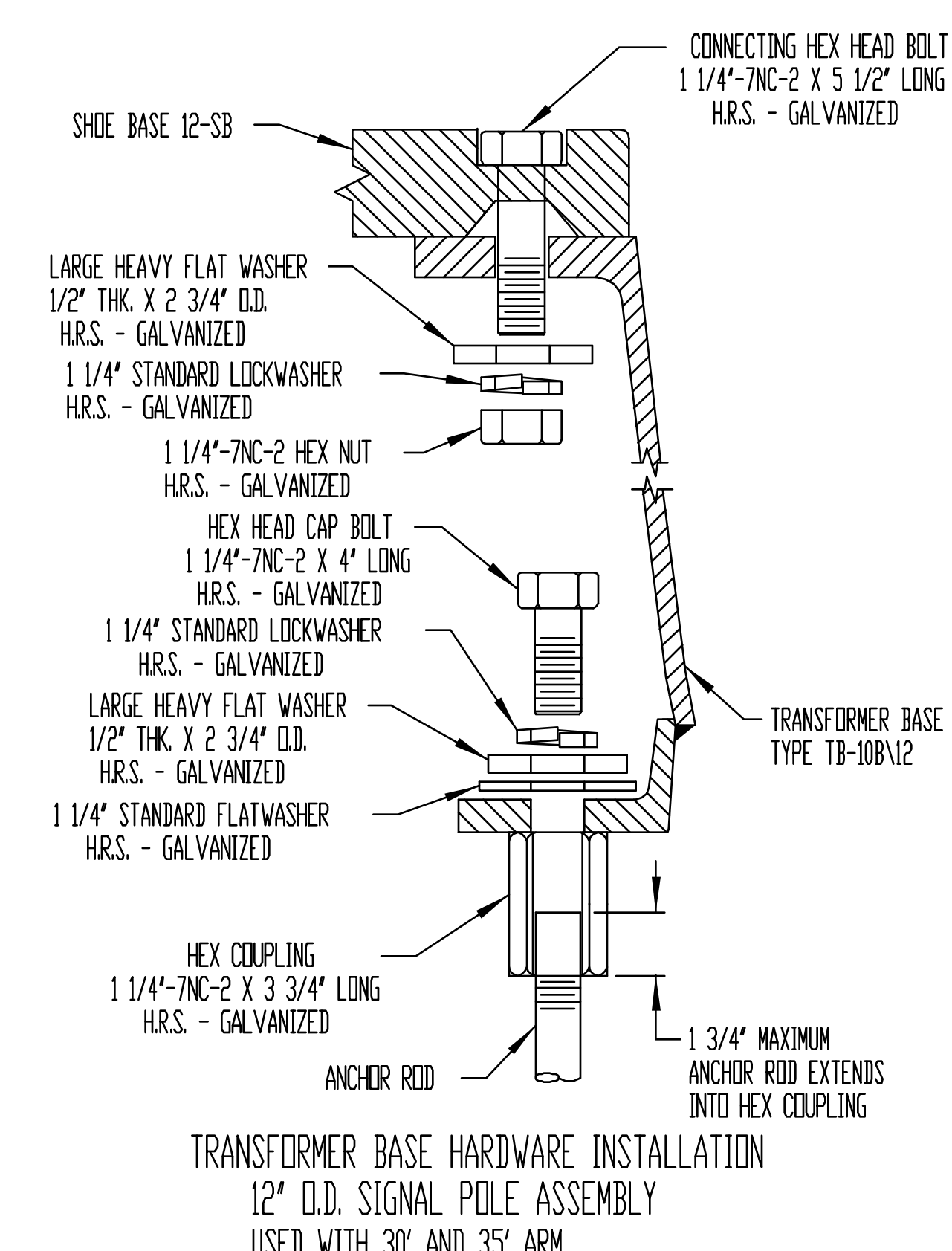
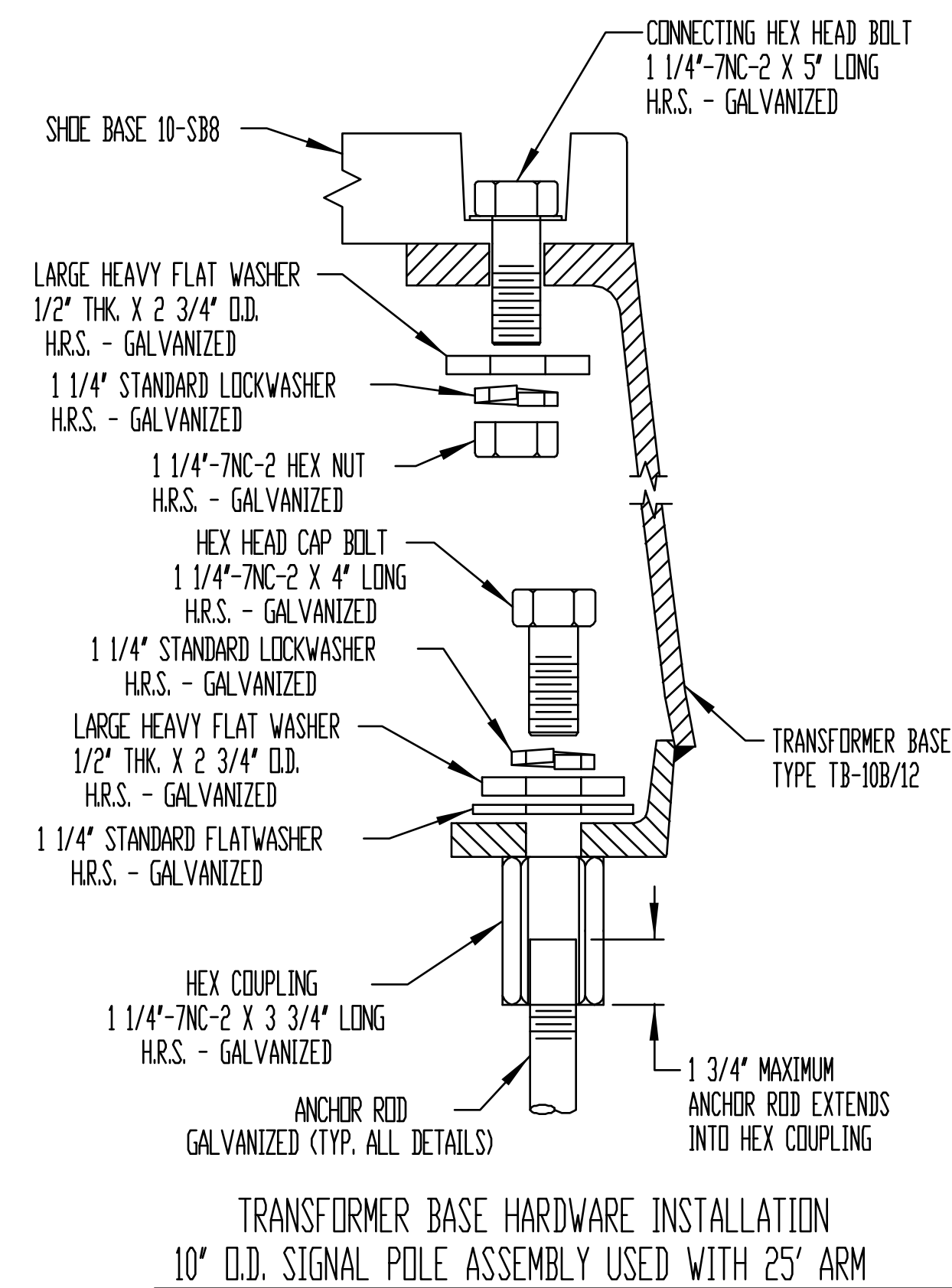
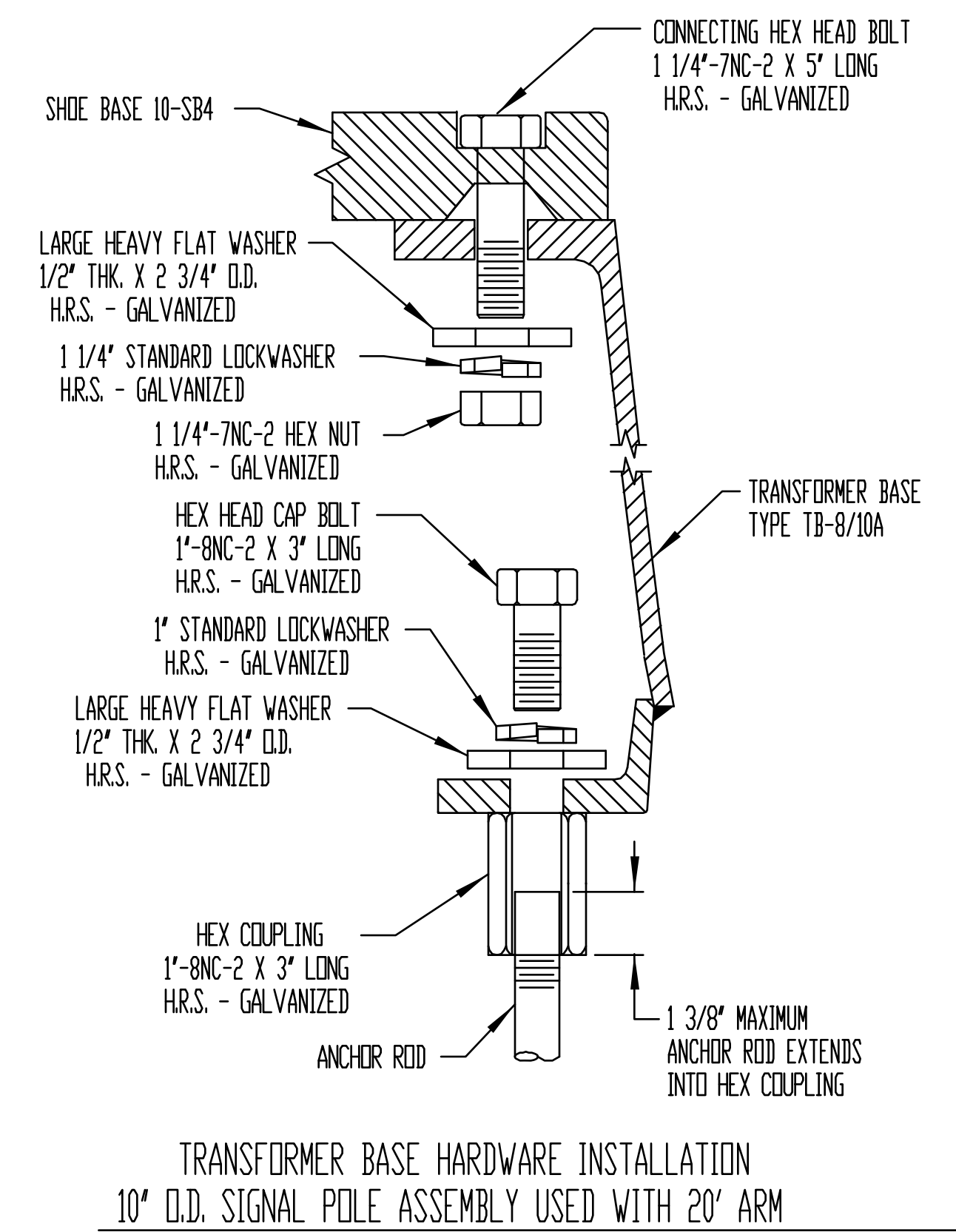
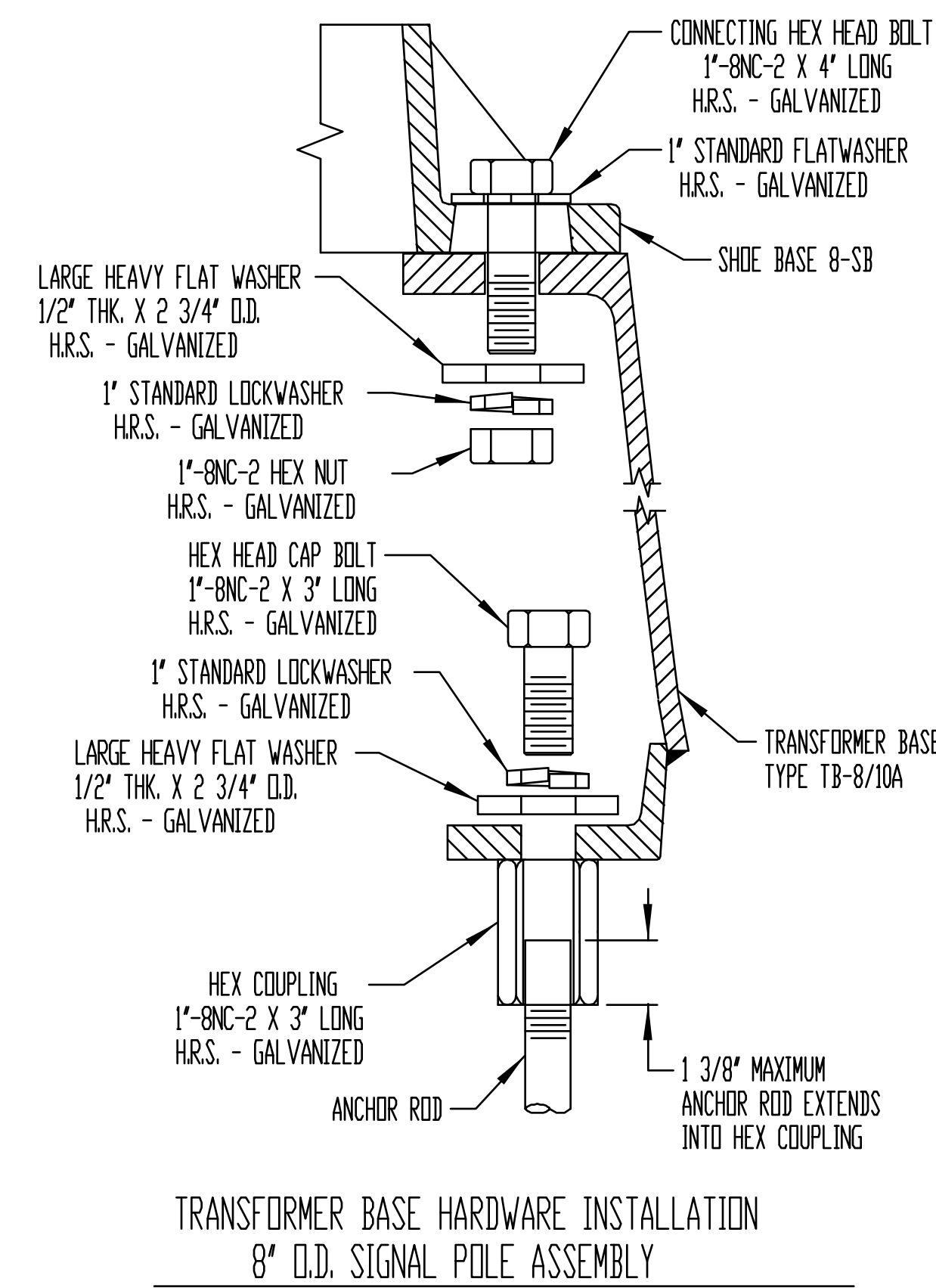
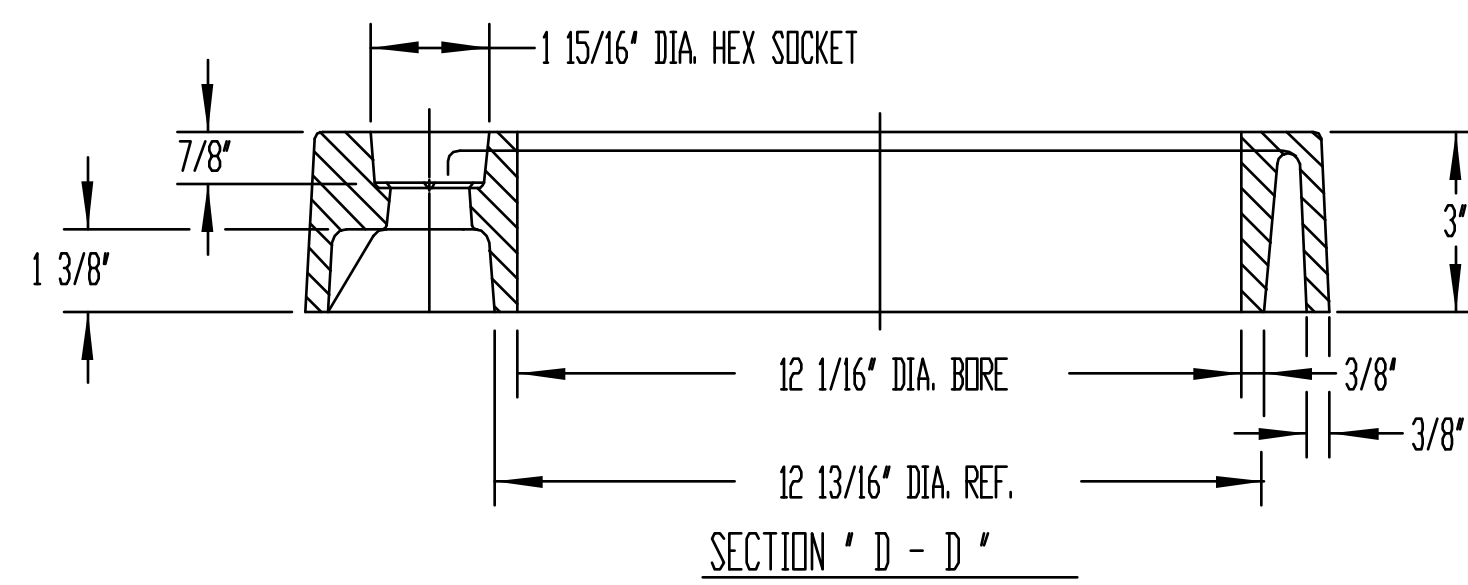
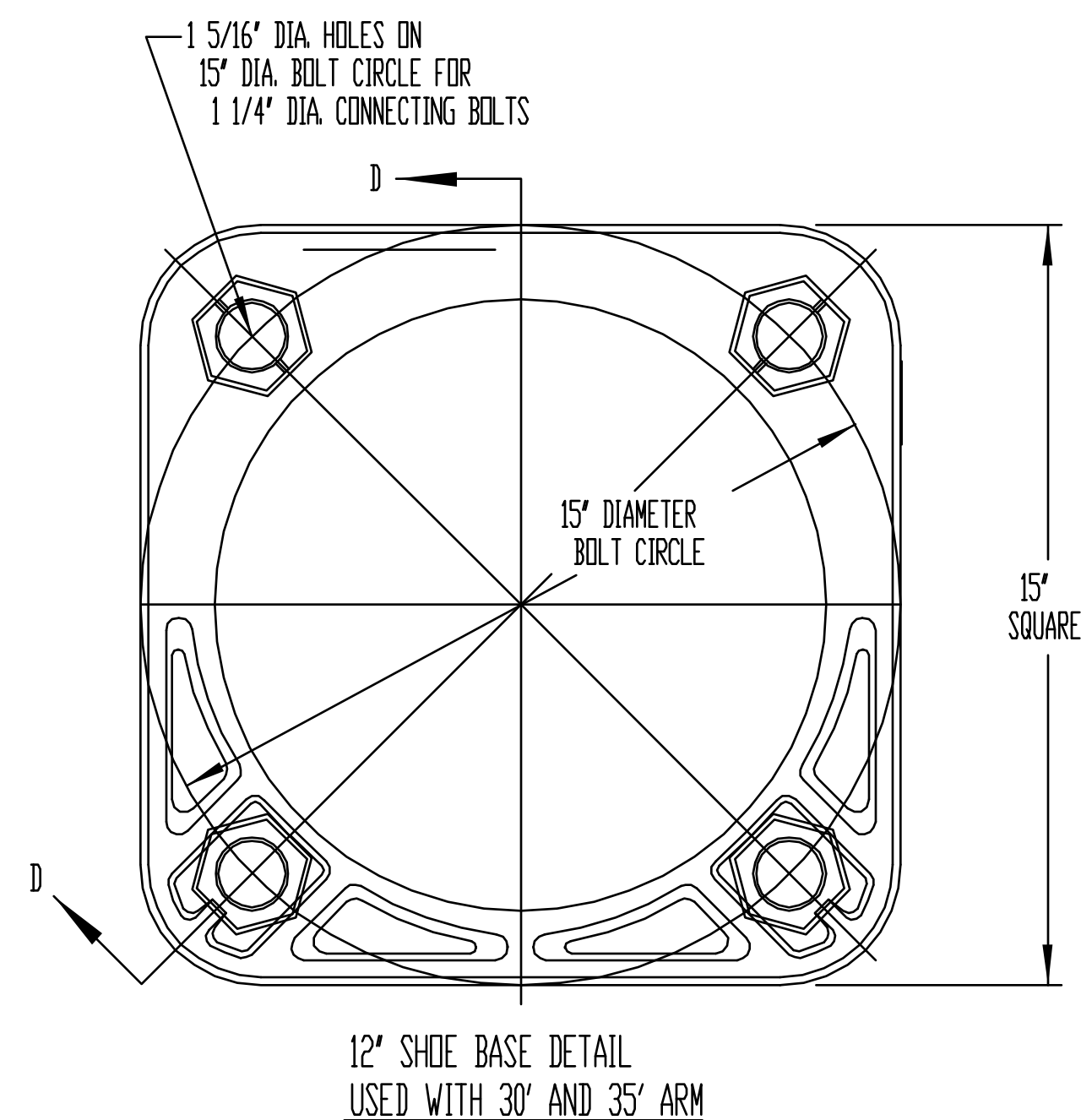
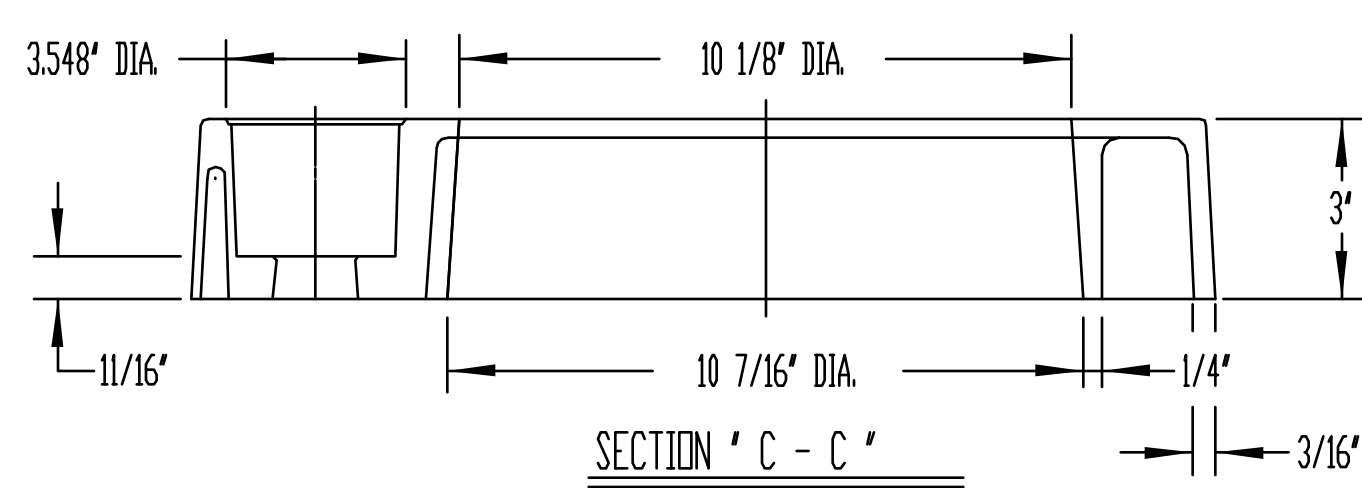
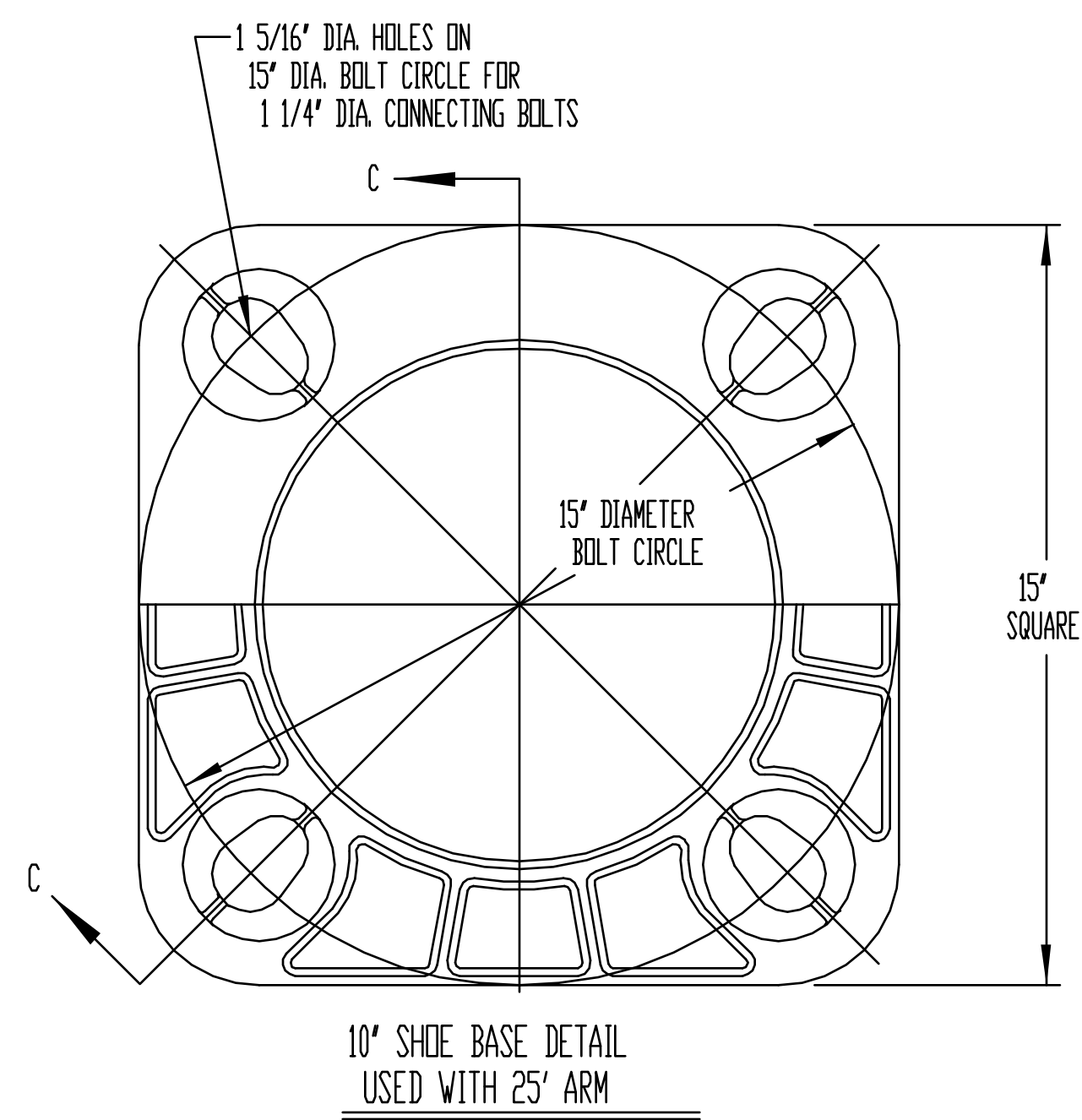
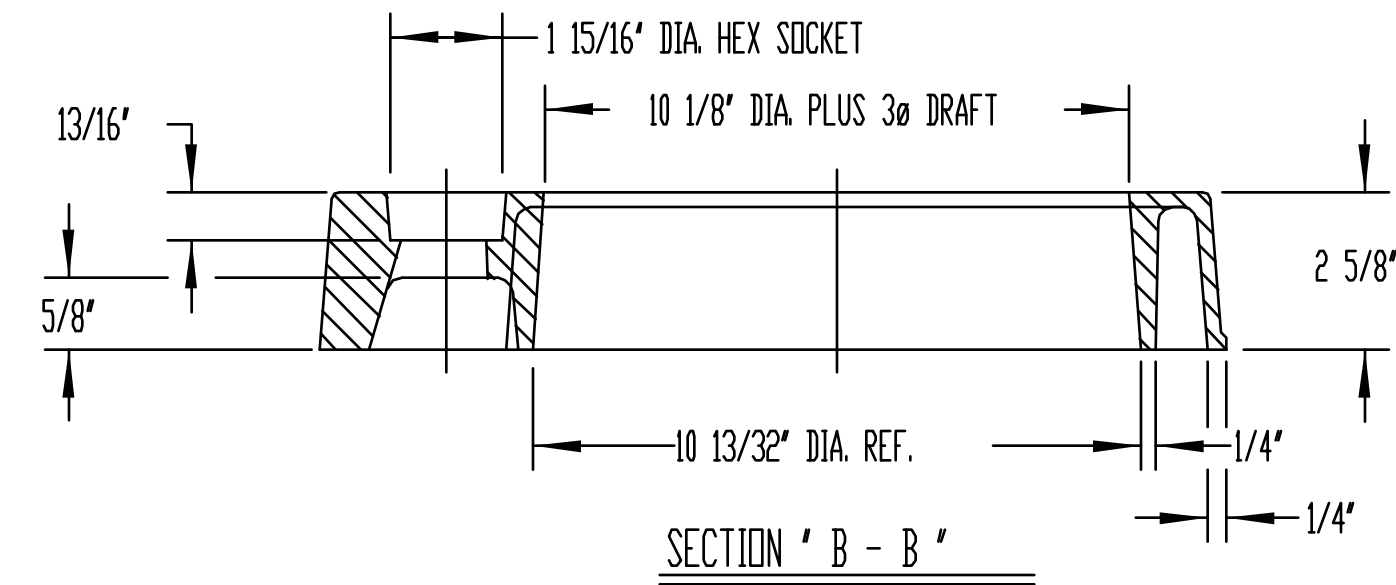
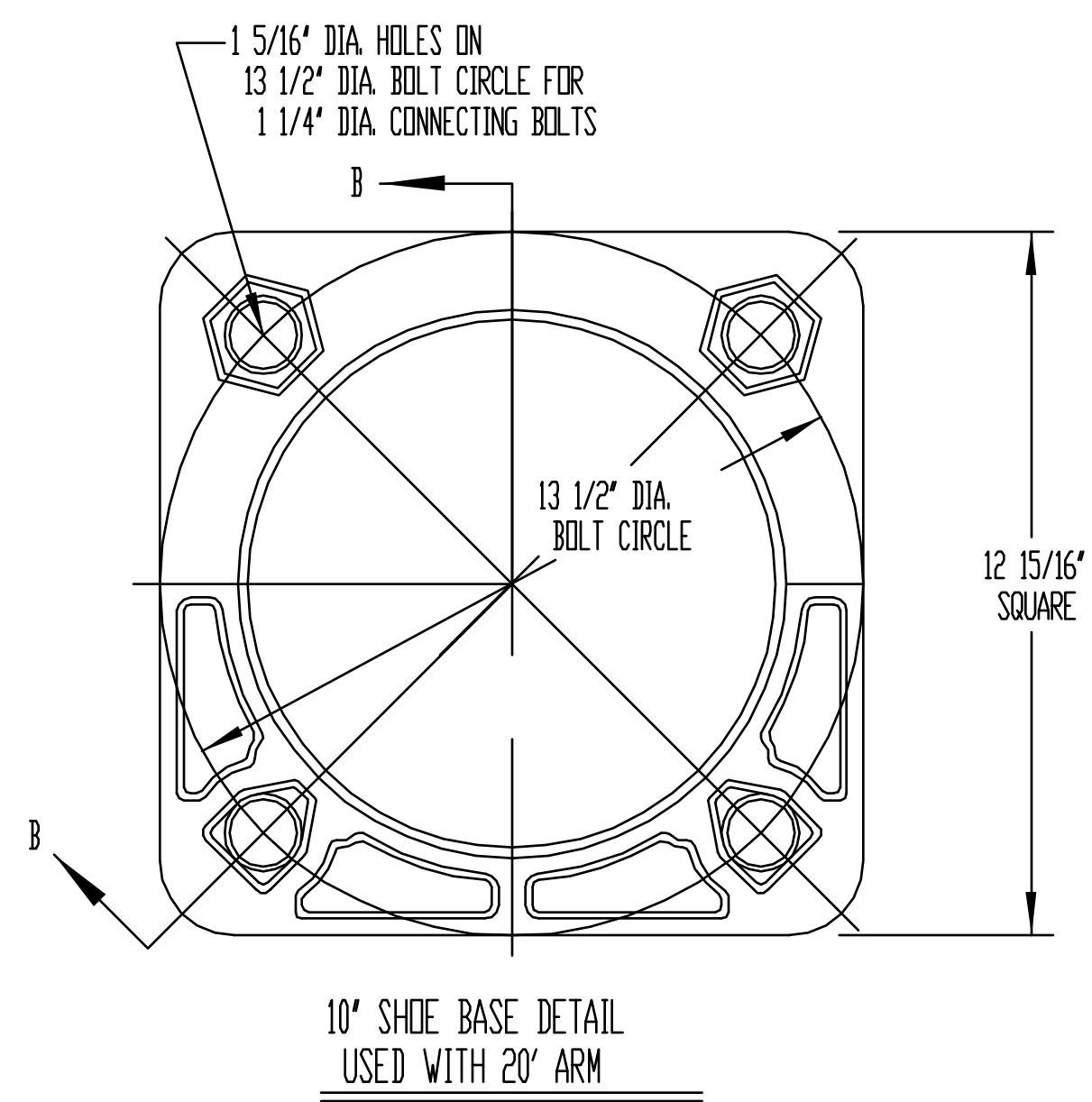
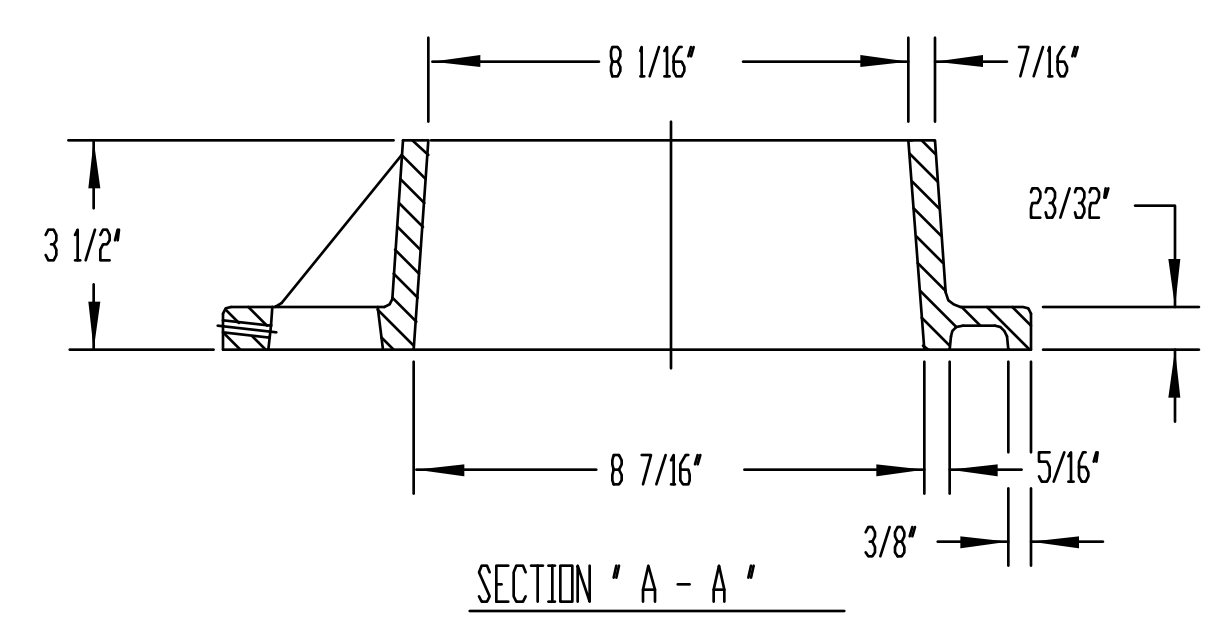
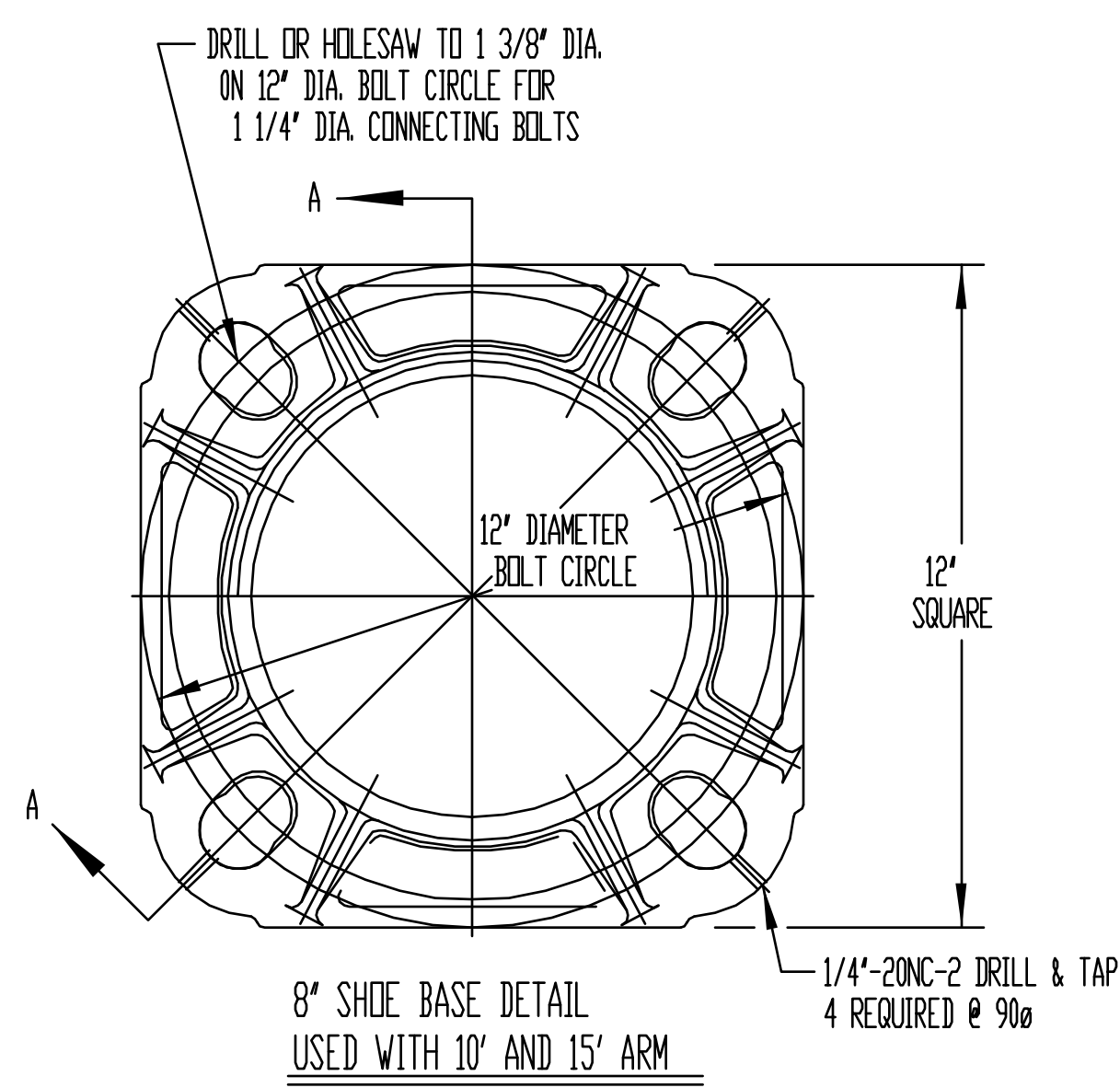
**NOTE:**  
ARMS, SHAFTED TRANSFORMER BASE SHALL HAVE A POWDER COAT FINISH IN CONFORMANCE WITH THE TECHNICAL SPECIFICATIONS.

- NOTES:**
- MATERIAL : .125 BLACK ABS WITH HAIRCELL FINISH FRONT SIDE.
  - FABRICATION: VACUUM FORMED.
  - BACKPLATES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
  - IF A BACKPLATE IS USED, THE CLEARANCE SHALL BE 15'-6" MINIMUM FROM THE BOTTOM OF THE BACKPLATE TO THE FINISHED GRADE OF ROADWAY.



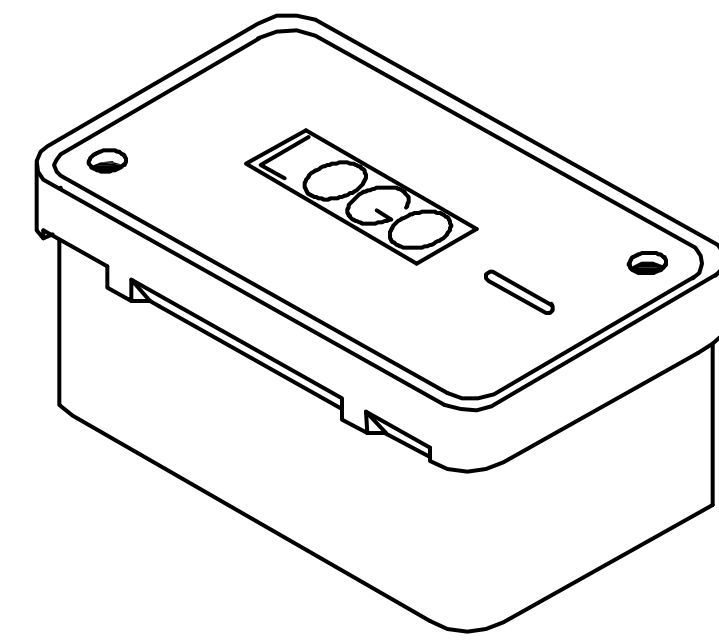
REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS</b>			
<b>TRAFFIC SIGNAL STANDARD</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 52 OF 62



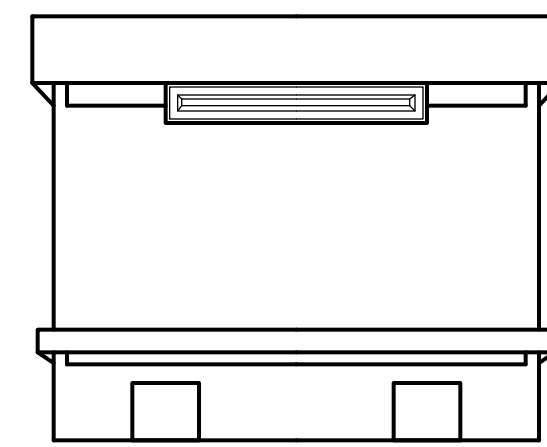


REVISION	BY	DATE
UNION COUNTY, DIVISION OF ENGINEERING		
<b>ELECTRICAL DETAILS</b>		
<b>SINGLE MEMBER TRAFFIC STANDARDS</b>		
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076		SHEET NO. 54 OF 62

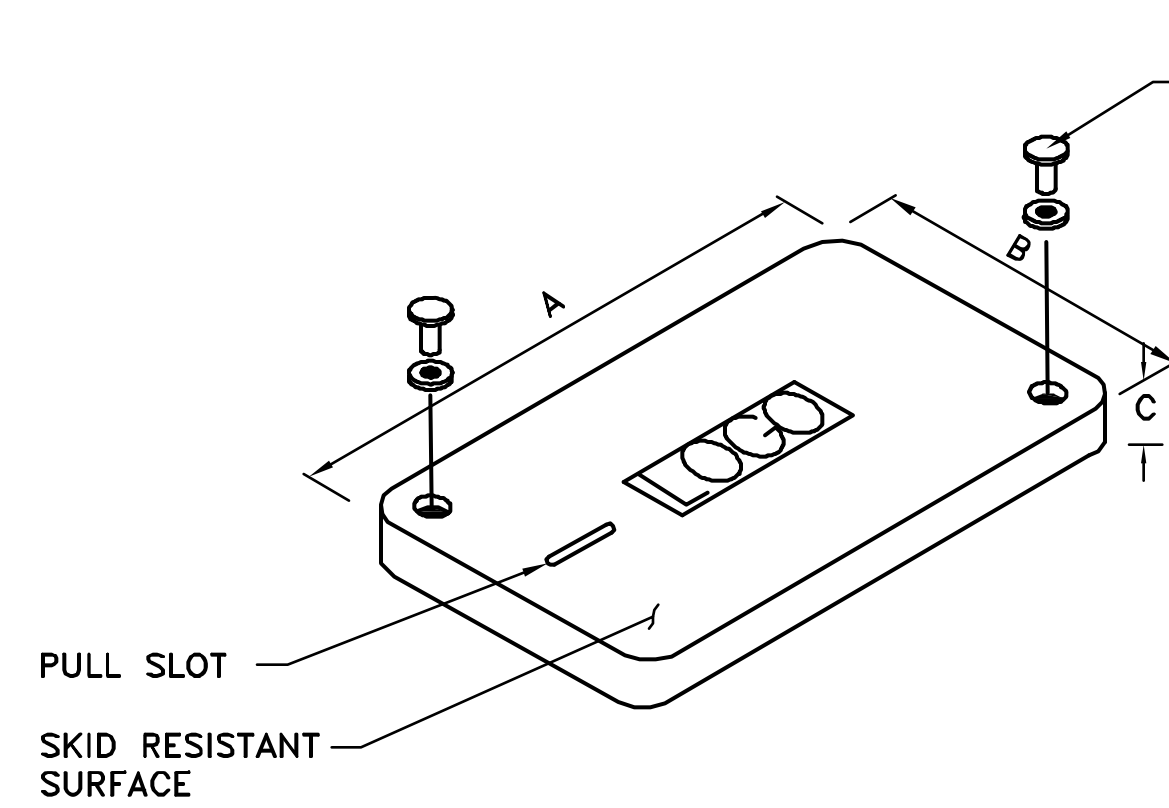
THE LOUIS BERGER GROUP - Feb. 10, 2014 - 12:58pm - CADD FILE: L:\TRANS\CP-2011\CCC\_1203\_Elizabeth\_Signals\CADD\DWGS\08 - Construction\_Details\0220.dwg



**PG STYLE SPLICE BOX**  
(NO BASE)

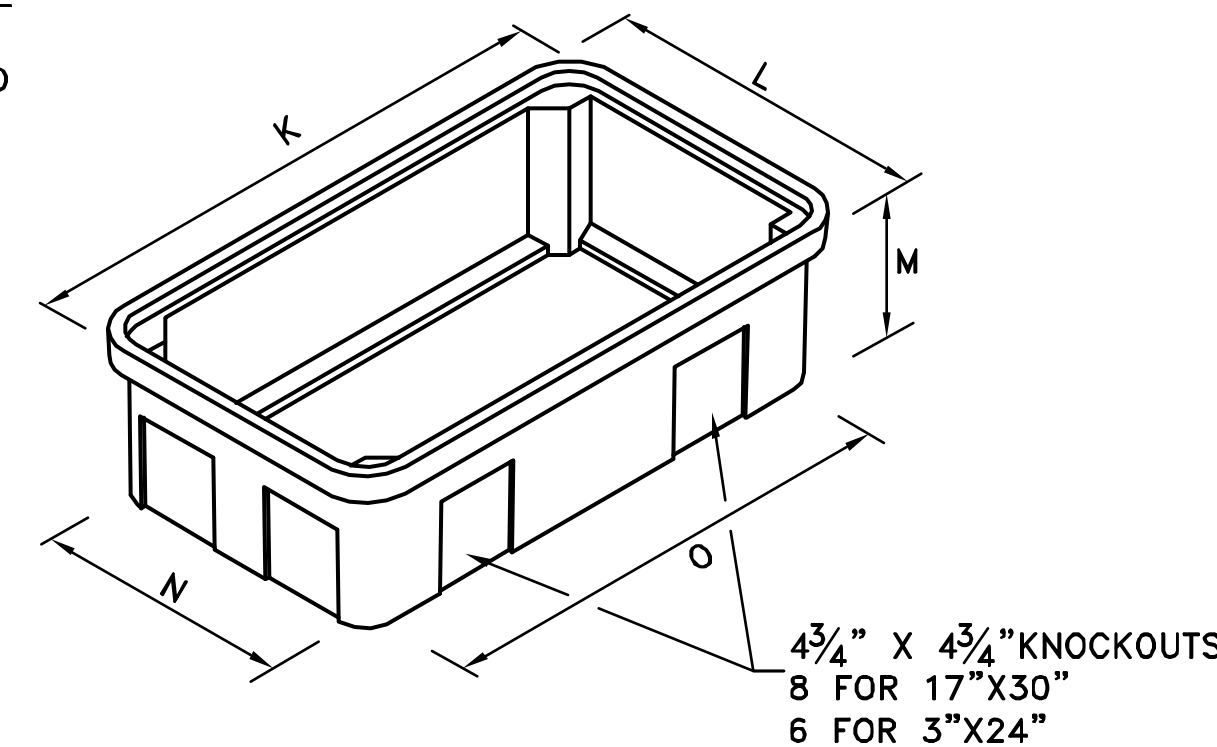


**BOX & EXTENSION SIDE VIEW**  
(NO BASE)



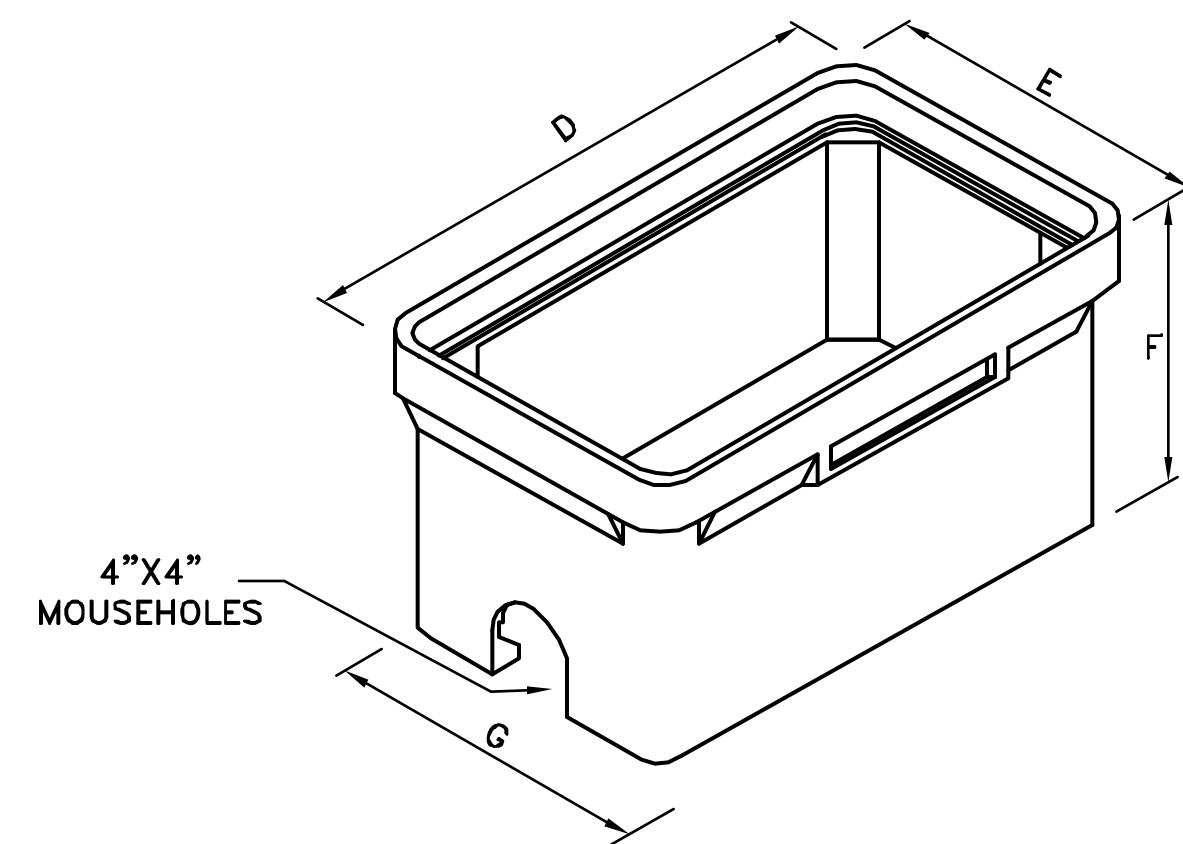
**COVER**

3/8" - 16NC STAINLESS STEEL  
HEX BOLTS W/WASHER (2)  
(TAMPER RESISTANT STANDARD  
PENTA-HEAD)



**EXTENSION**

NOTE: EXTENSION FOR USE UNDER BOX ONLY.



**SPLICE BOX DIMENSIONS**

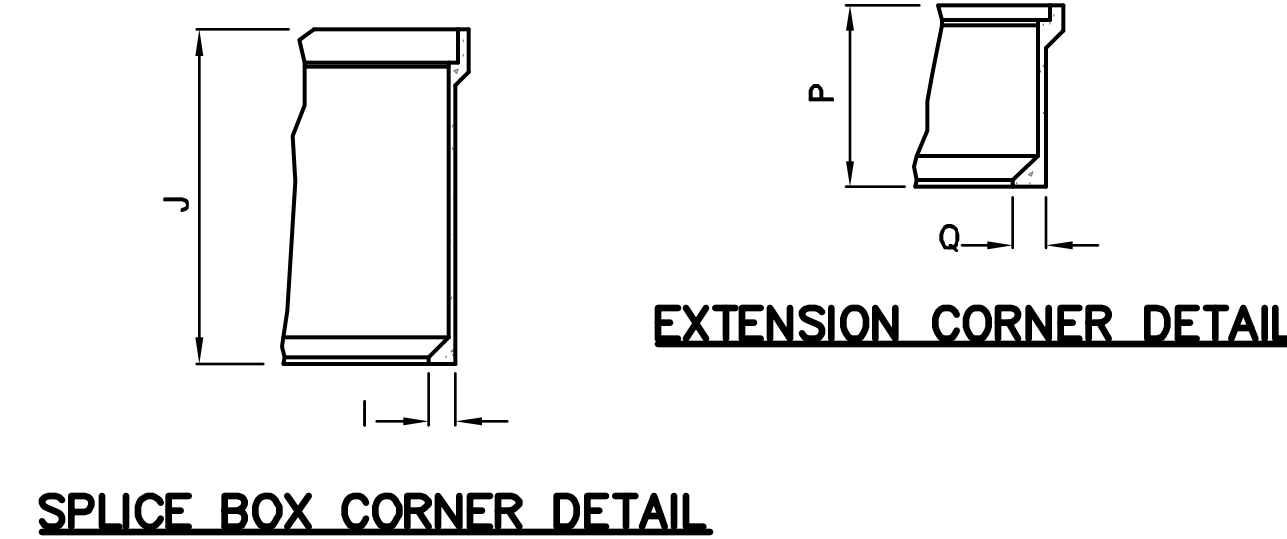
LOGO FOR COVER SHALL BE "TRAFFIC SIGNAL"  
REFER TO THE PLANS AND SPECIFICATIONS  
FOR REQUIRED COVER COLORS.

**BOXES (STACKABLE)**

SIZE	DIMENSION (IN INCHES)										
	A	B	C	D	E	F	G	H	I	J	
13"X24"	23 1/4"	13 3/4"	2	25	15 1/2"	18	11 3/4"	21 1/4"	1 1/4"	16	
17"X30"	30 1/2"	17 1/2"	2	32 1/4"	19 1/4"	24	15 1/2"	28 1/2"	1 1/4"	22	
24"X36"	35 5/8"	24	3	37 5/8"	26	24	22 1/4"	33 7/8"	2	21	

**EXTENSIONS**

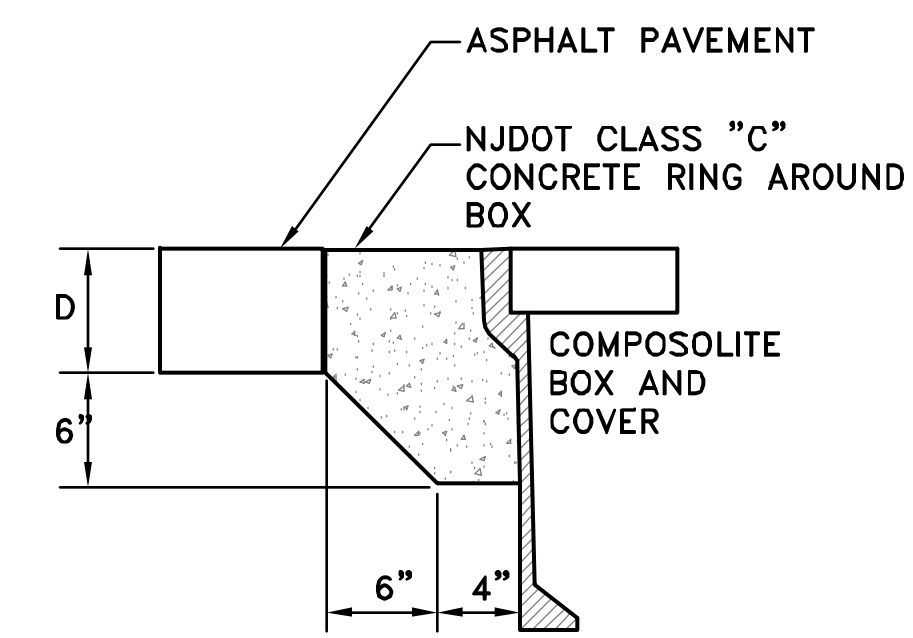
SIZE	DIMENSION (IN INCHES)							
	K	L	M	N	O	P	Q	
13"X24"	23 3/4"	14 1/4"	8 3/4"	11 3/4"	21 1/4"	8	1	
17"X30"	30 7/8"	17 7/8"	8 3/4"	15 3/8"	28 3/8"	8	1	
24"X36"	37 1/8"	25 1/2"	8 3/4"	21 3/4"	33 1/2"	8	1	



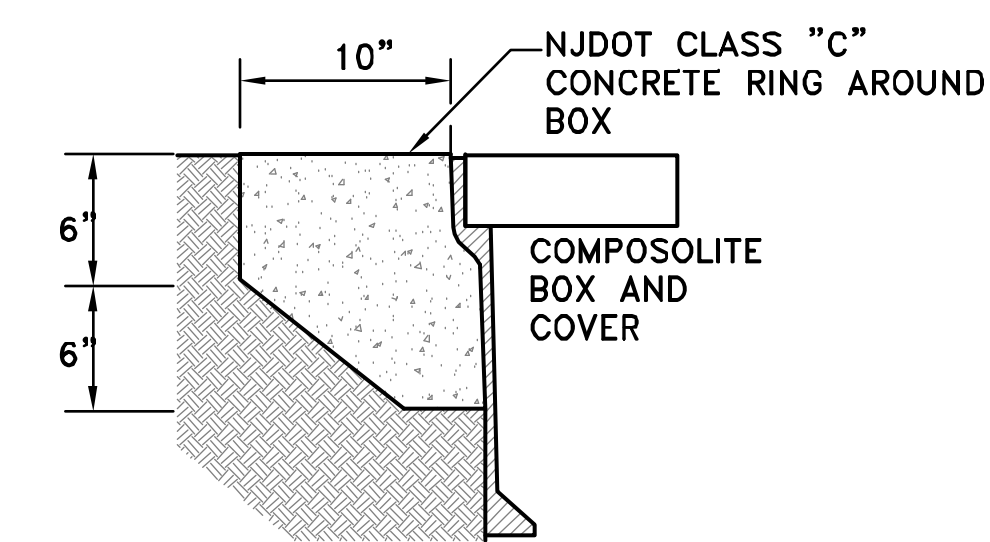
**EXTENSION CORNER DETAIL**

**SPLICE BOX CORNER DETAIL**

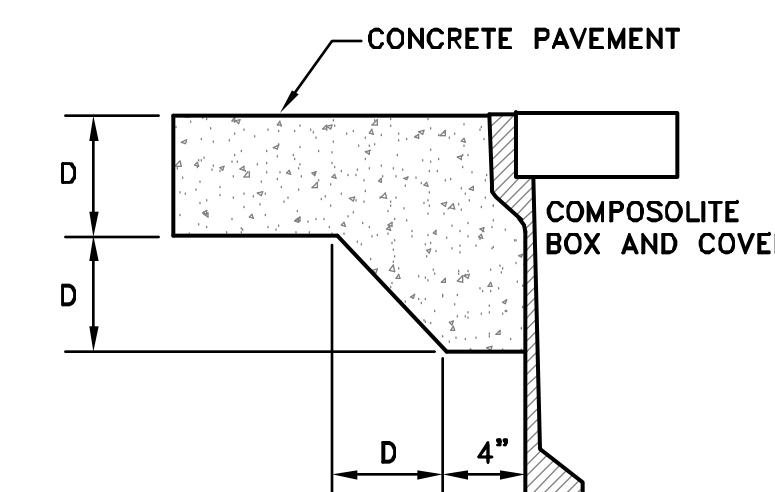
**PANEL VAULT & BOX  
INSTALLATION PROCEDURE**



**IN ASPHALT PAVEMENTS**



**IN COMPACTED EARTH**



**IN CONCRETE PAVEMENTS**

ALL BOXES SHALL BE SET FLUSH WITH  
SIDEWALK OR GRASS

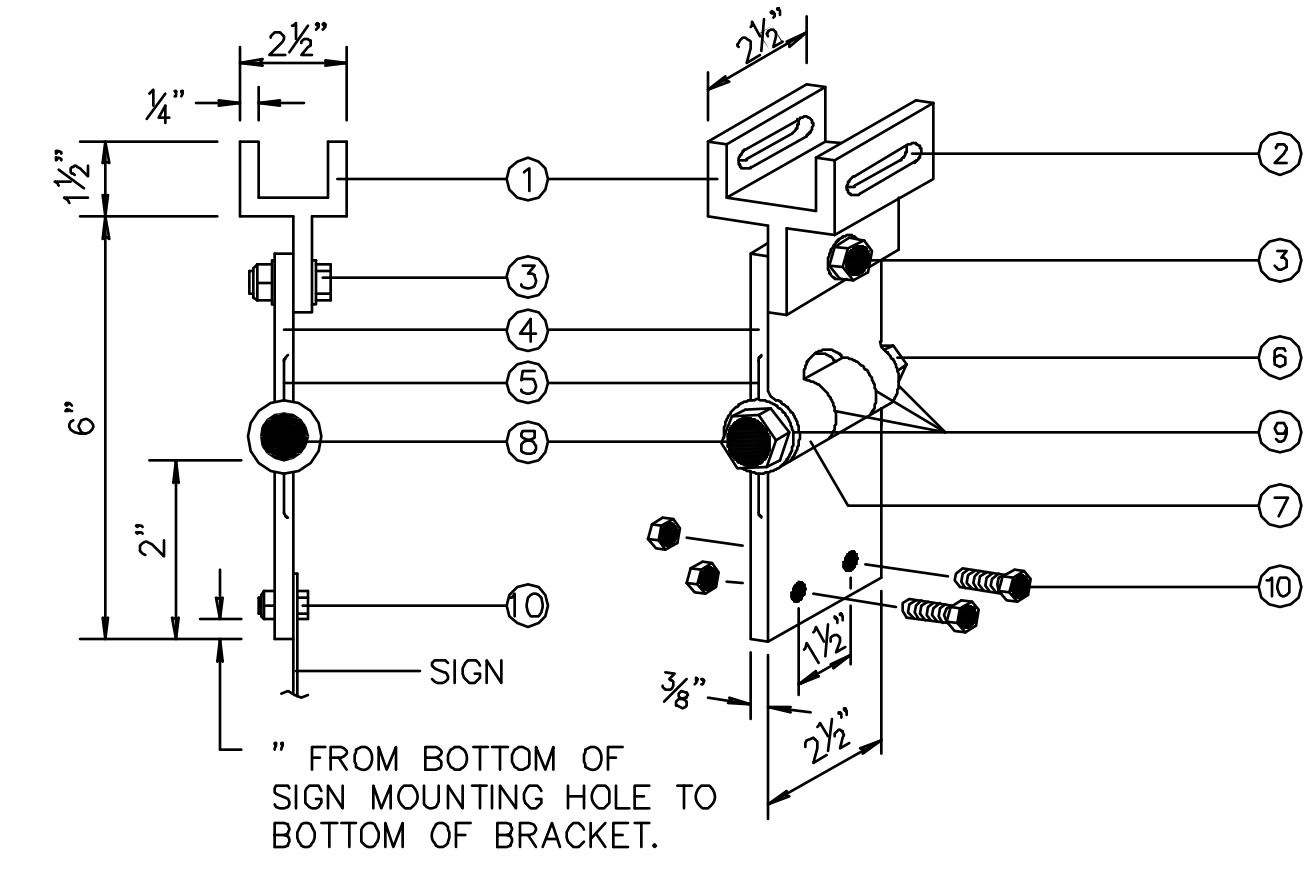
**NOTES:**

1. CONCRETE ENCASEMENT TO BE NJDOT CLASS "C" OR BETTER.
2. CONCRETE ENCASEMENT RING DIMENSION, D, TO BE EQUAL TO DESIGN PAVEMENT DEPTH.
3. PAVEMENT AND SUBGRADE TO BE AS SHOWN ON THE ENGINEERING PLANS.
4. QUAZNE DOES NOT RECOMMEND THE USE OF CONCRETE OR POLYMER CONCRETE BOXES IN HIGH VOLUME TRAFFIC APPLICATIONS.
5. 3/4" GRAVEL OR OTHER SUITABLE MATERIAL TO BE PLACED AT THE BOTTOM OF BOX.
6. ALL COVERS SHALL BE HEAVY DUTY (15 KIPS OVER A 10 IN. SQ. MIN. TEST LOAD).
7. HOLES MADE IN THE SPLICE BOX OR EXTENSION WALLS TO ACCOMMODATE THE VARIOUS SIZE CONDUITS SHALL BE MADE USING A 68 KNOCKOUT PUNCH DRIVER OR MASONRY HOLE SAW.
8. CABLE RACKS AND HOOKS SHALL BE PROVIDED FOR 17"X30" AND 24"X36" SPLICE BOXES (4 REQUIRED).

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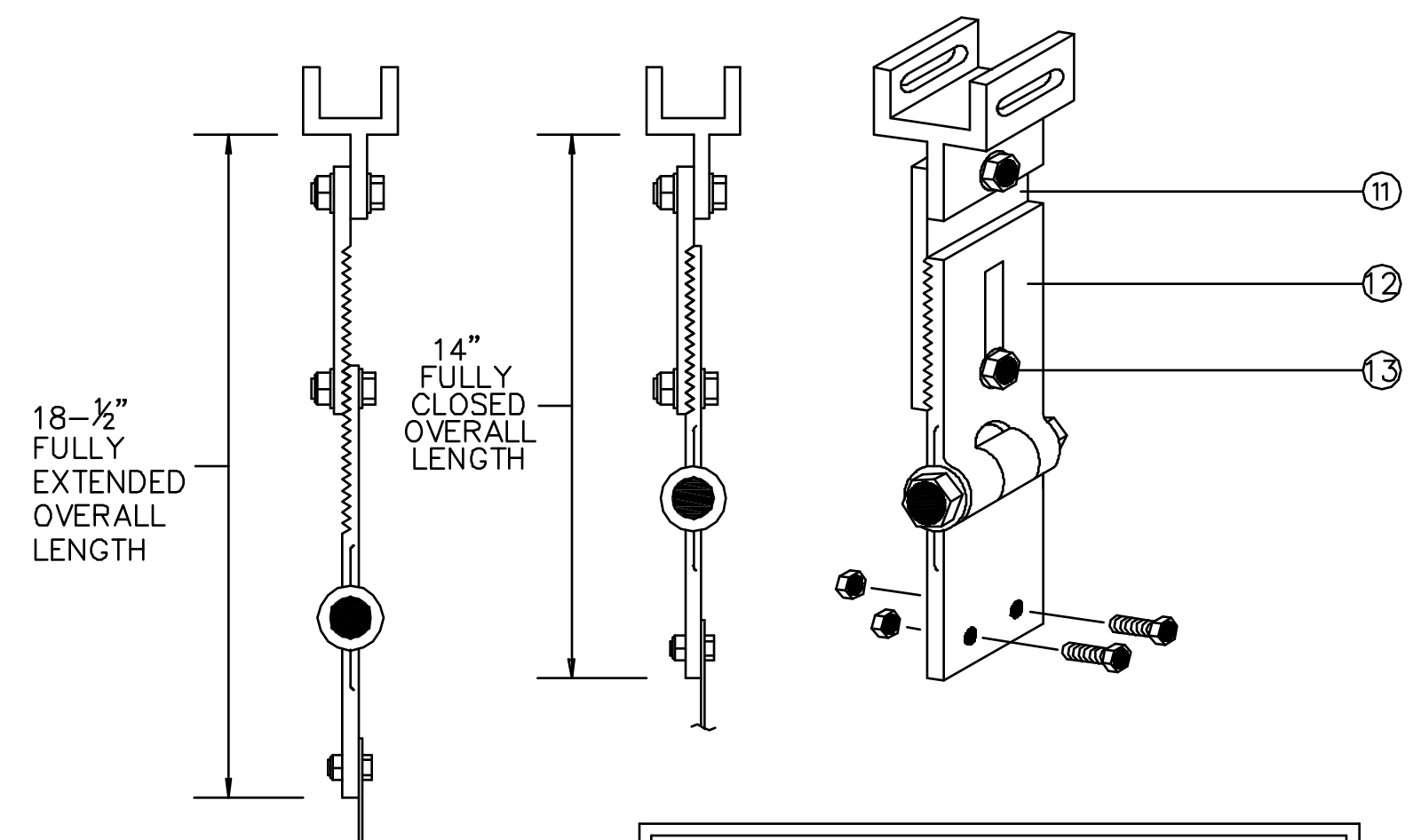
REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICAL DETAILS</b>			
<b>SPLICE BOX</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 55 OF 62

**FIXED LENGTH NON-ADJUSTABLE SWING SIGN BRACKET**



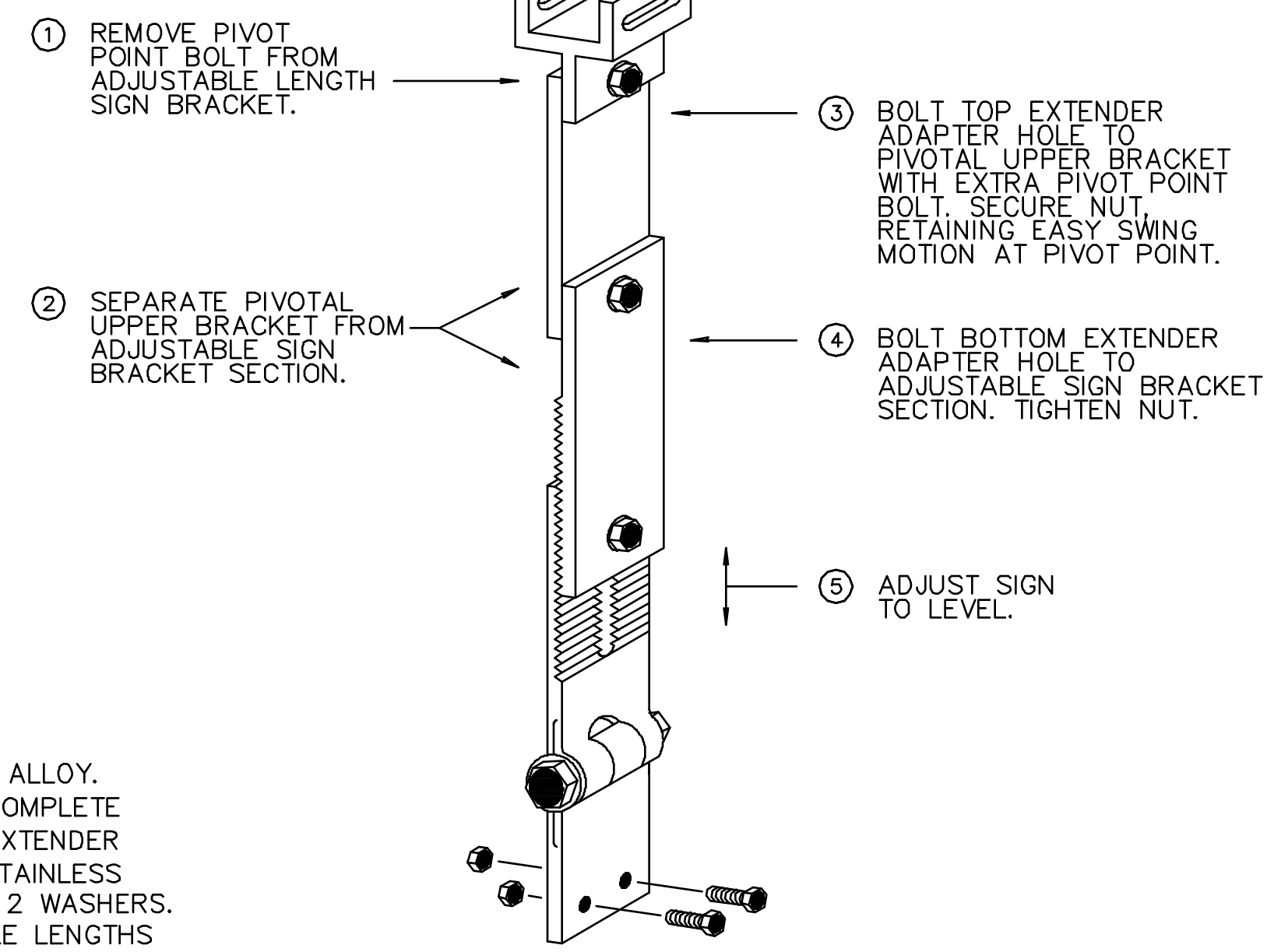
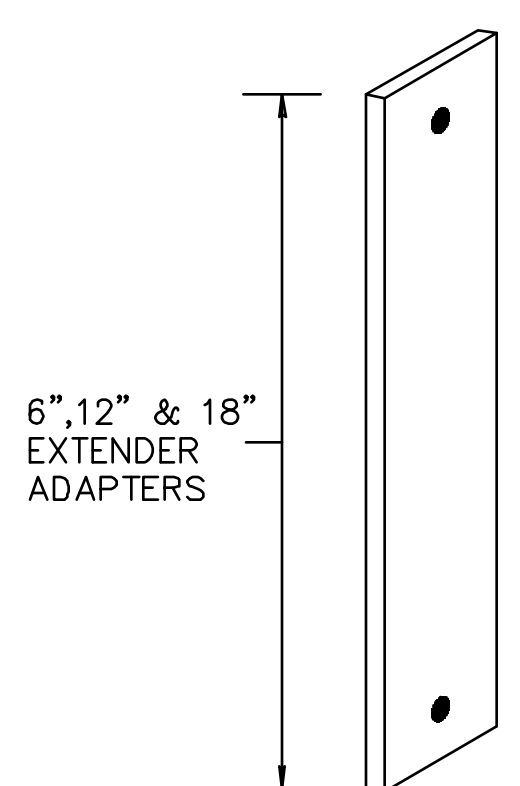
- ① PIVOTAL UPPER BRACKET.
- ② 1 5/8" x 1/4" SLOT FOR DOUBLE STRAPPING TO MAST ARM. (M2G-34S(HD) .030 x 3/4" HEAVY DUTY STAINLESS STEEL STRAP WITH M2G-34B(HD) BUCKLE RECOMMENDED.)
- ③ 1/2"-13 x 1 1/2" STAINLESS STEEL HEX HEAD BOLT WITH STAINLESS STEEL HEX LOCK NUT AND STAINLESS STEEL WASHER (BOTH SIDES). ALLOWS UPPER BRACKET TO PIVOT AND ALIGN WITH MAST ARM.
- ④ 6" OVERALL DROP WITH FIXED LENGTH SIGN BRACKET.
- ⑤ STAINLESS STEEL DAMPENER SPRING (REMOVABLE).
- ⑥ STAINLESS STEEL HEX LOCK NUT WITH 1/6" STAINLESS STEEL WASHER.
- ⑦ 1" O.D. AXLE HOUSING.
- ⑧ 1/2"-13 x 4" STAINLESS STEEL HEX HEAD BOLT WITH 1/6" STAINLESS WASHER.
- ⑨ OILITE BUSHING.
- ⑩ SIGN MOUNTING SETS, CONSISTING OF TWO EACH 5/16" - 18 x 1" STAINLESS STEEL HEX HEAD BOLT WITH STAINLESS STEEL HEX LOCK NUT. TWO HOLES ON 1 1/2" CENTERS PROVIDE POSITIVE LOCK SIGN MOUNTING TO BRACKET.

**ADJUSTABLE LENGTH SWING SIGN BRACKET**



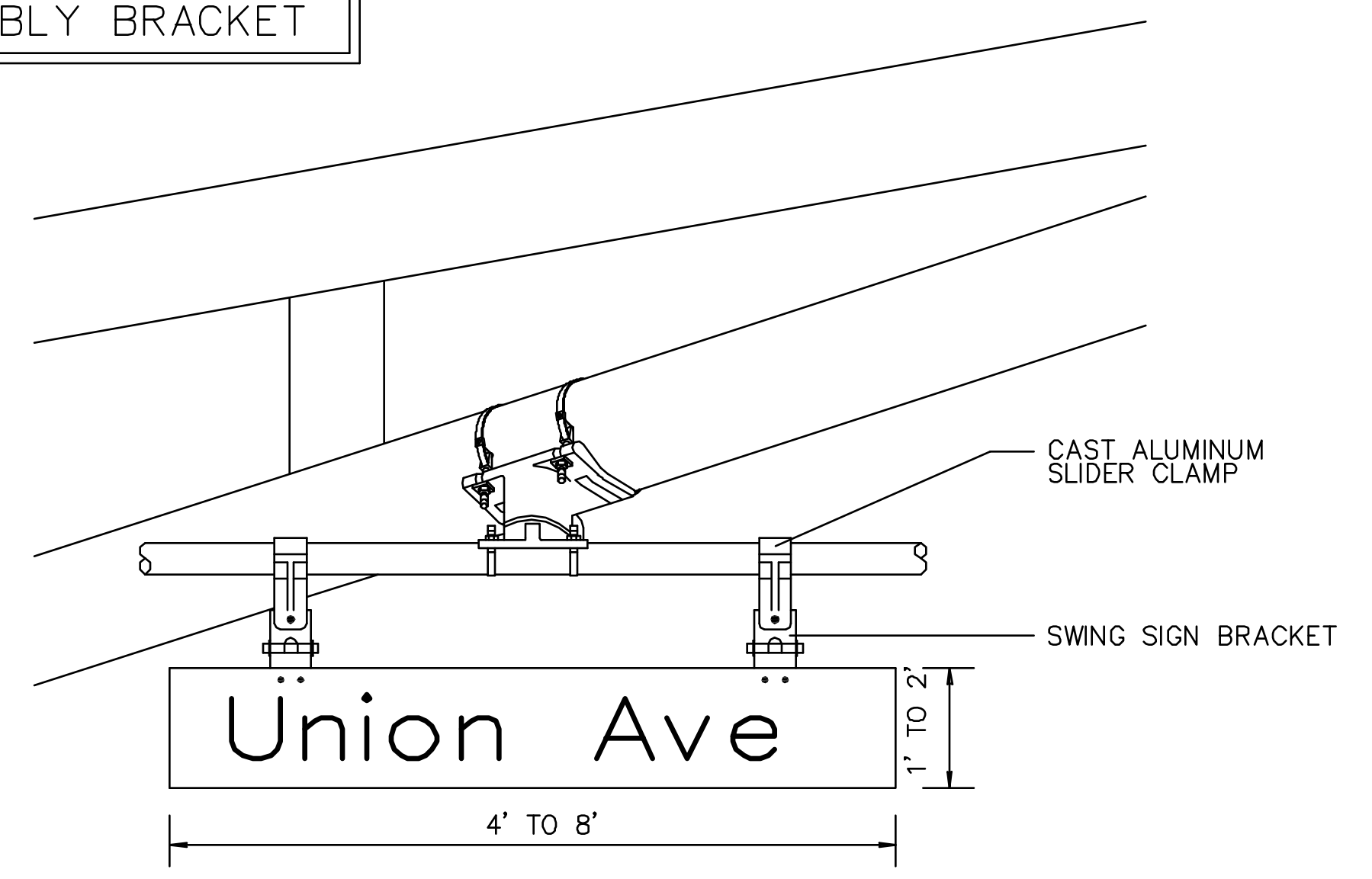
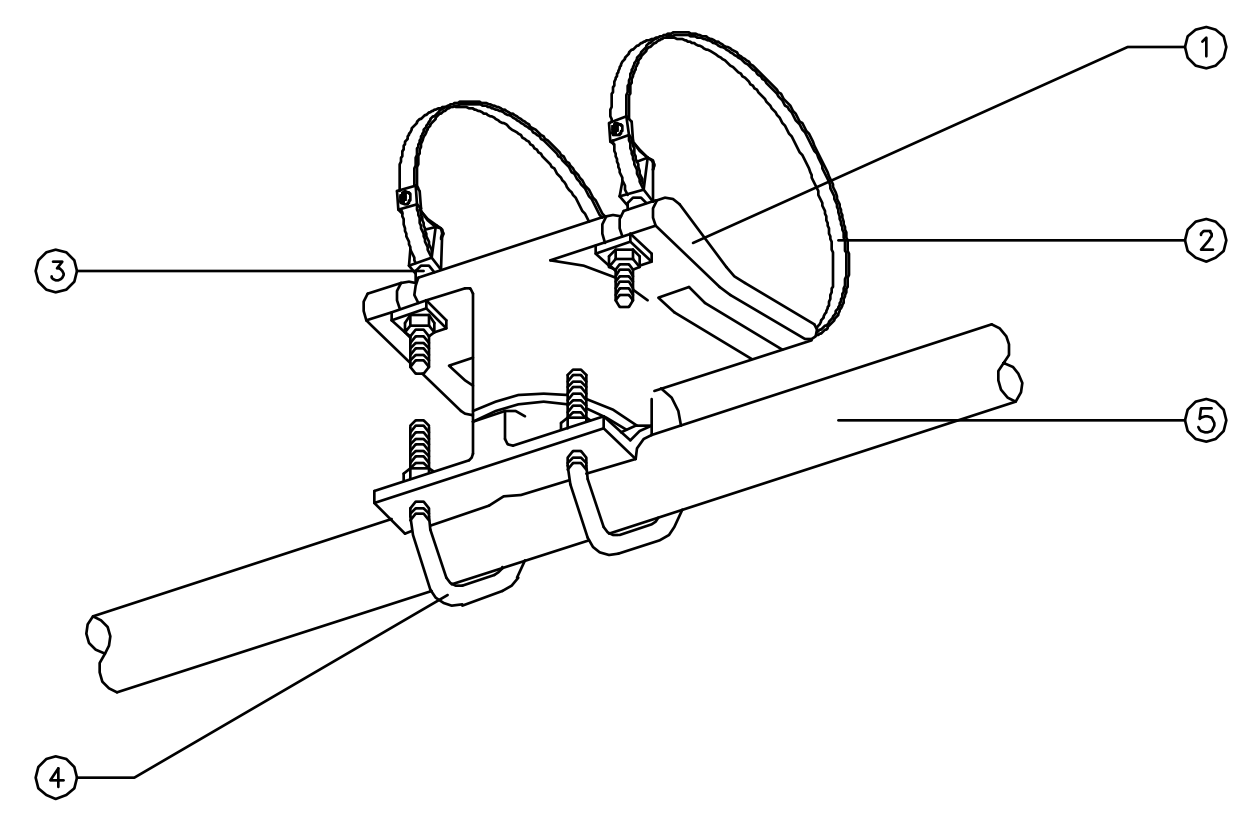
- ⑪ 8 1/4" OVERALL LENGTH UPPER ADJUSTABLE SIGN BRACKET SECTION.
- ⑫ 9" OVERALL LENGTH LOWER ADJUSTABLE SIGN BRACKET SECTION, INCLUDING AXLE HOUSING (8" OVERALL LENGTH TO TOP OF AXLE HOUSING).
- ⑬ 1/2"-13 x 1 1/2" STAINLESS STEEL HEX BOLT WITH STAINLESS STEEL HEX LOCK NUT AND STEEL WASHERS (BOTH SIDES). LOOSEN LOCK NUT, ADJUST BRACKET TEETH TO LEVEL SIGN.

**EXTENDER ADAPTERS**  
FOR ADJUSTABLE LENGTH SWING SIGN BRACKET. EXTENDS BRACKET TO LEVEL SIGN. FITS ANY DEGREE OF MAST ARM RISE.

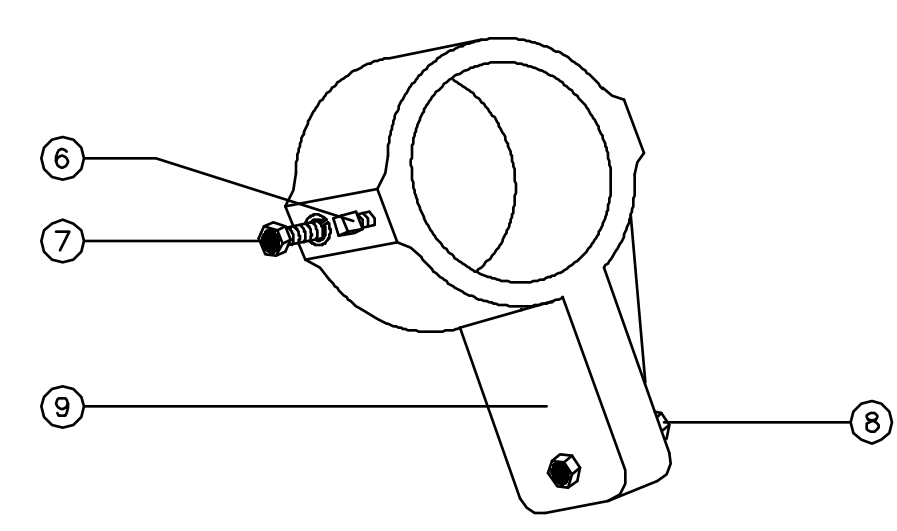


EXTENDER ADAPTERS ARE ALL ALUMINUM 6061T6 ALLOY. 3/8" THICK x 2 1/2" WIDE BAR x VARIABLE LENGTH COMPLETE WITH ONE HOLE EACH END FOR 1/2" BOLT. EACH EXTENDER BAR INCLUDES ONE PIVOT POINT 1/2"-13 x 1 1/2" STAINLESS STEEL HEX HEAD BOLT WITH HEX LOCK NUT AND 2 WASHERS. (EXTENDER ADAPTERS ARE AVAILABLE IN VARIABLE LENGTHS ON REQUEST.)

**MAST ARM ASSEMBLY BRACKET**

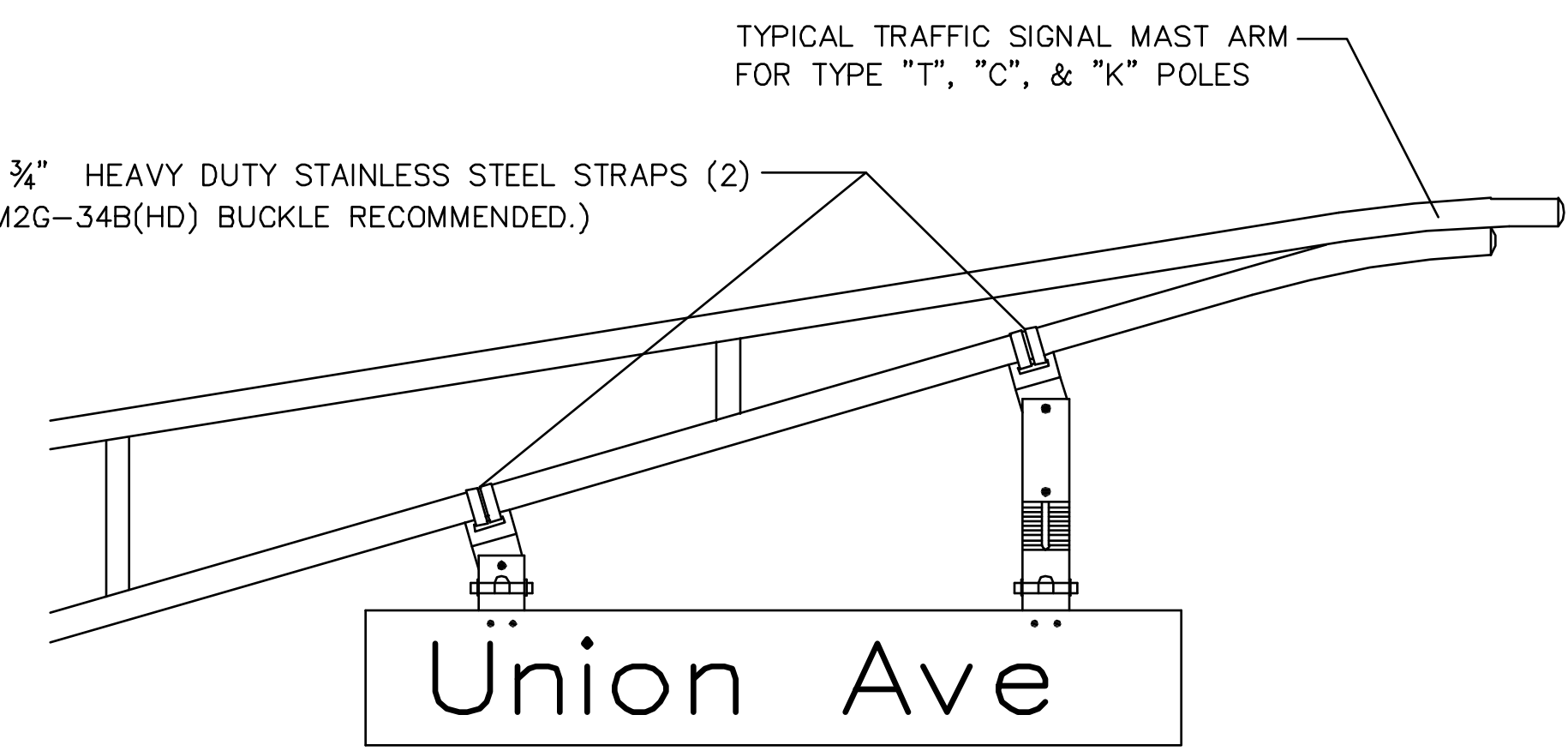
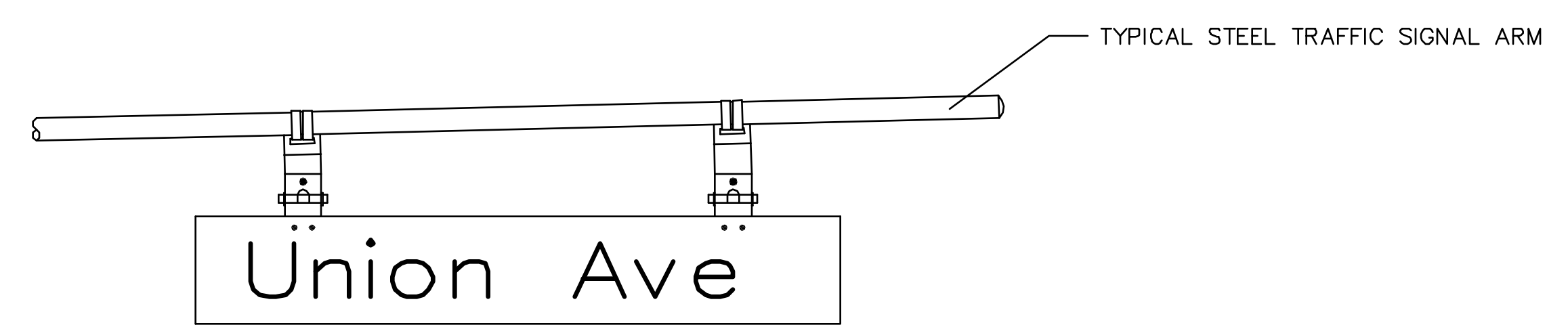


**SLIDER CLAMP**

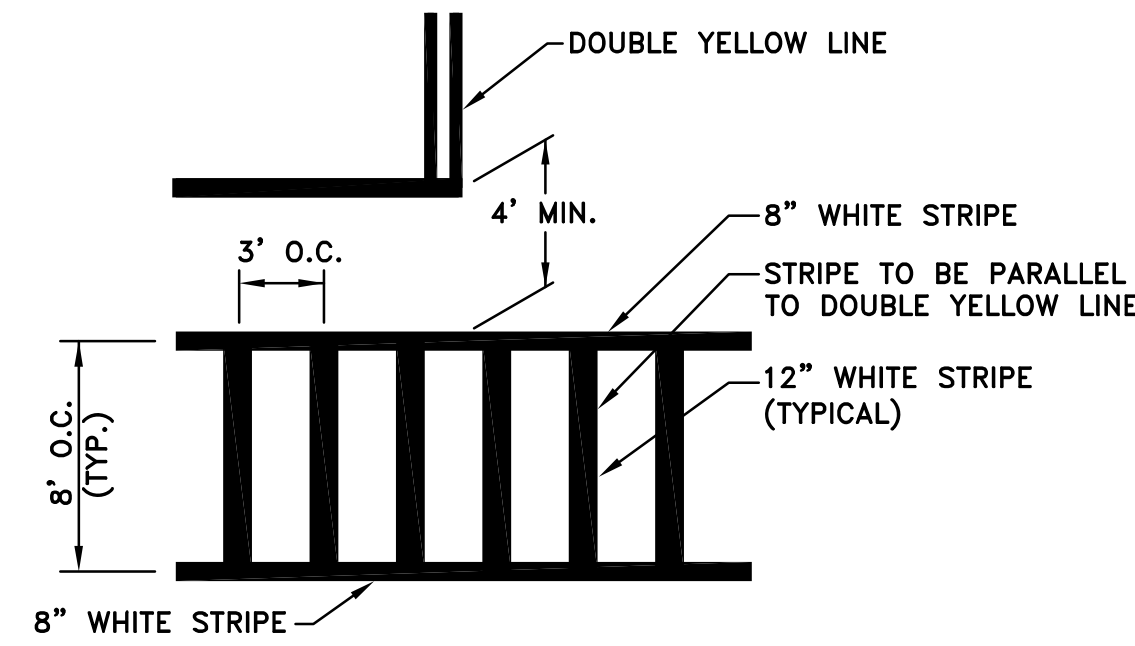


- ① CLAMP SHALL BE ALUMINUM ALLOY (356-T6)
- ② 5/8" STAINLESS STEEL STRAP (2) WITH 5/8" BANDCLAMP.
- ③ STAINLESS STEEL CLAMP SCREW WITH BEARING WASHER, 7/16" FLATWASHER & 7/16" - 14 HEX NUT. CLAMP SCREW SHALL BE INSTALLED WITH MAINTAINING A MINIMUM OF 1/4" CLEARANCE TO THE MAST ARM CLAMP.
- ④ 5/16" - 18 x 1 3/4" x 2 5/8" x 7/8" U-BOLT WITH 5/16" SPLIT LOCKWASHER & 5/16" - 18 HEX NUT.
- ⑤ 1 1/2" ALUMINUM TUBE
- ⑥ 3/8" SQUARE HEAD SET SCREW
- ⑦ 5/16" x 1 1/2" HEX BOLT WITH LOCKWASHER
- ⑧ 3/8" x 1 1/2" STAINLESS STEEL HEX HEAD BOLT WITH STAINLESS STEEL HEX LOCK NUT AND 1/6" STAINLESS STEEL WASHER (BOTH SIDES). A BRONZE REDUCER BUSHING (1/2" TO 3/8") SHALL BE USED INSIDE THE SLIDER CLAMP.
- ⑨ CAST ALUMINUM SLIDER CLAMP

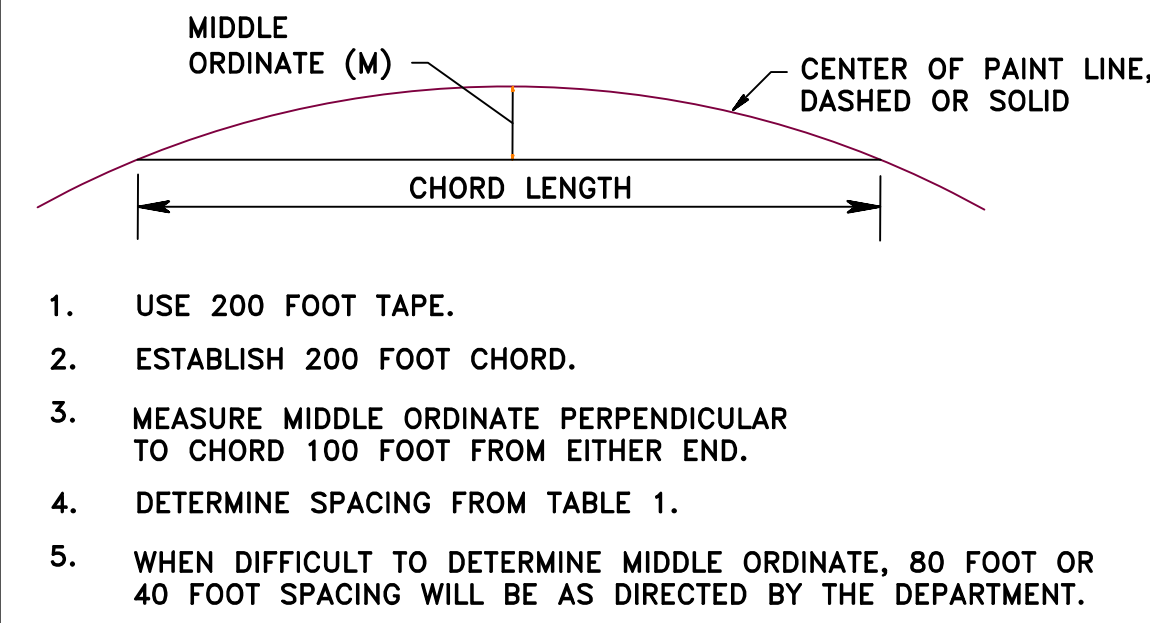
**NOTE:**  
INSTALLATION OF SLIDER:  
DRILL 3/8" HOLE THRU ONE WALL OF PIPE.  
TIGHTEN 5/16" x 1 1/2" HEX BOLT WITH LOCKWASHER INTO SLIDER THRU HOLE IN PIPE. ATTACH 3/8" SQUARE HEAD SET SCREW.



REVISION	BY	CKD	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>ELECTRICALS DETAILS</b>			
<b>OVERHEAD MAST ARM ADJUSTABLE</b>			
<b>SWING SIGN BRACKETS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 56 OF 62



**PROPOSED CROSSWALK DETAIL**  
N.T.S.

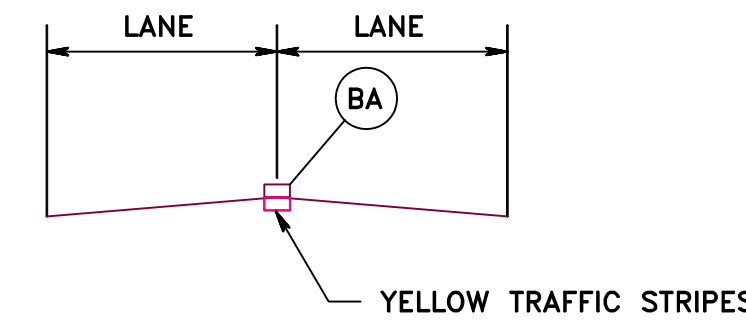
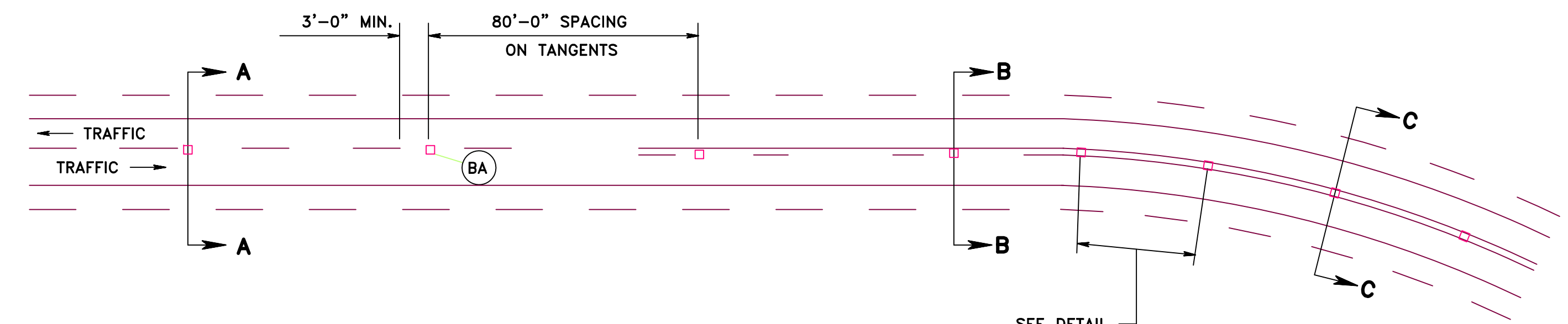


**TABLE 1**

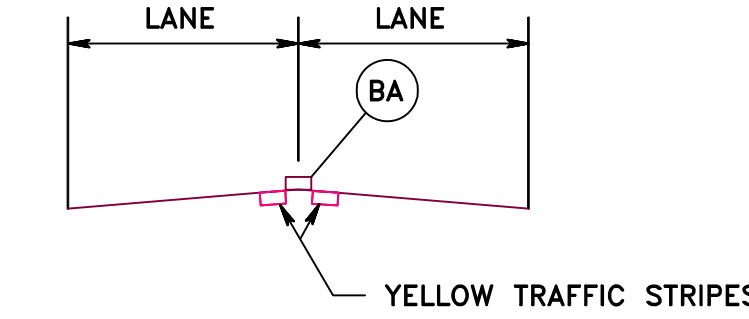
CHORD LENGTH	MIDDLE ORDINATE	RADIUS	REFLECTOR SPACING
200'-0"	$M \geq 2'-7"$	$R < 1910'$	40'-0"
200'-0"	$M < 2'-7"$	$R > 1910'$	80'-0"

< LESS THAN  
 ≤ EQUAL TO OR LESS THAN  
 > GREATER THAN  
 ≥ EQUAL TO OR GREATER THAN

**METHOD FOR DETERMINING RPM SPACING ON HORIZONTAL CURVES**



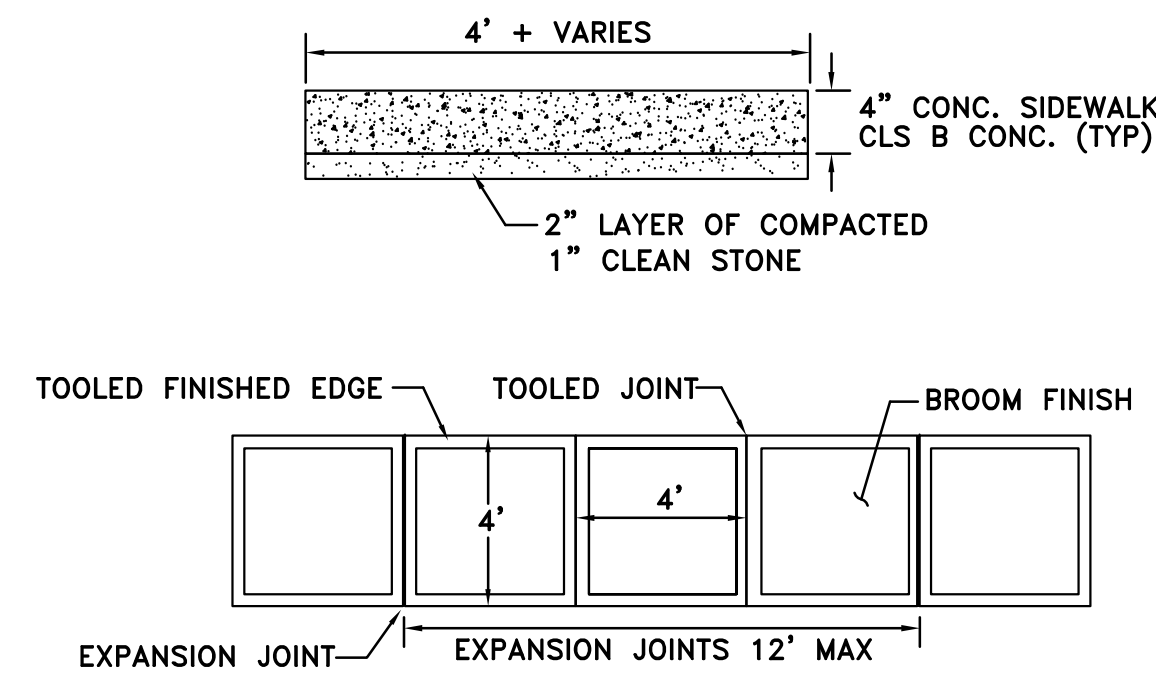
**SECTION A-A**



**SECTION B-B & SECTION C-C**

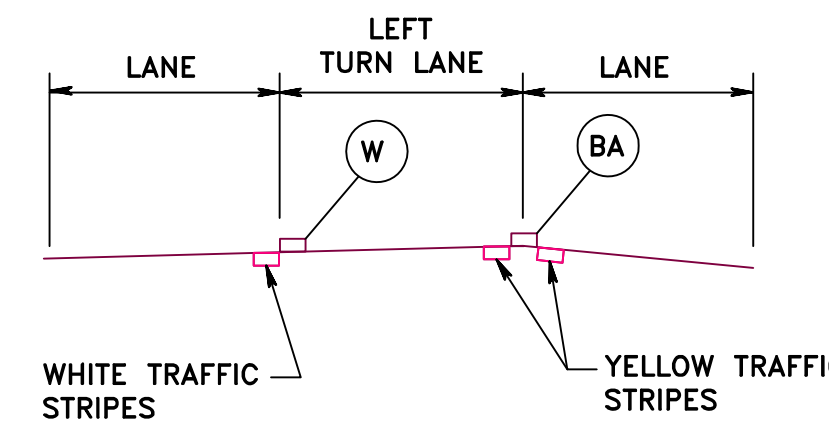
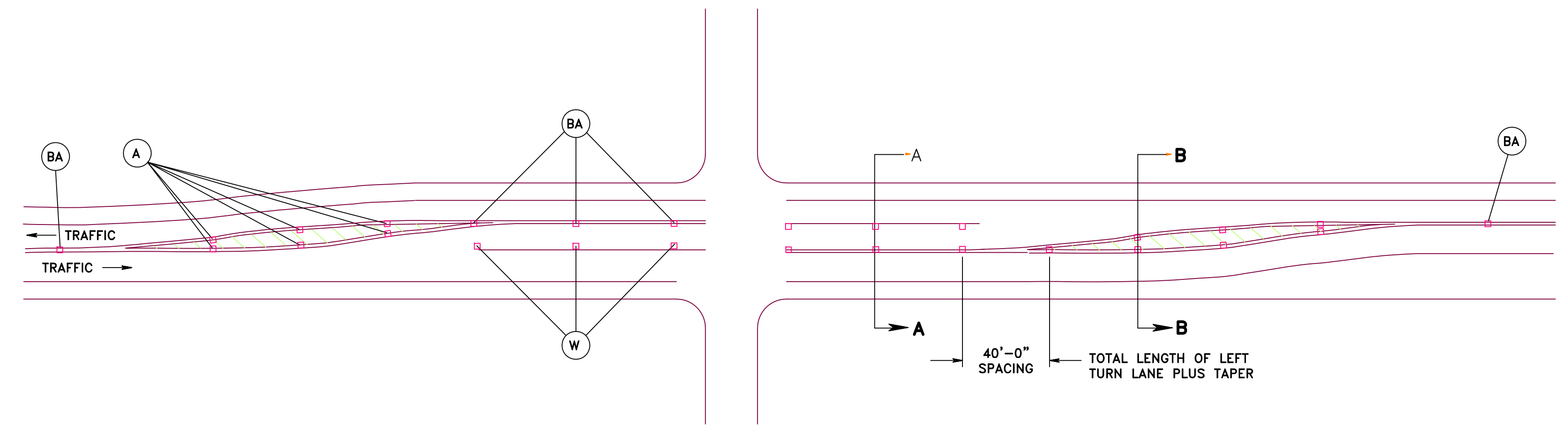
**TYPICAL TWO LANE SECTION**

SEE DETAIL "METHOD FOR DETERMINING RPM SPACING ON HORIZONTAL CURVES"

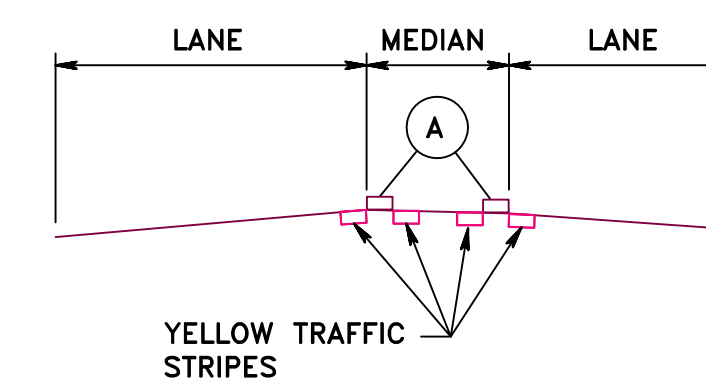


**PROPOSED CONCRETE SIDEWALK DETAIL**  
N.T.S.

**NOTE:**  
 1) ALL SIDEWALK MUST BE SPRAYED WITH WHITE PIGMENTED CURING COMPOUND AFTER BROOM FINISH  
 2) CONCRETE TO BE POURED OVER 2" LAYER OF 1" COMPACTED CLEAN STONE.  
 3) CONCRETE TO BE CLASS B 4000 LB MIX.



**SECTION A-A**



**SECTION B-B**

**TYPICAL LEFT TURN LANE SECTION**

**LEGEND**

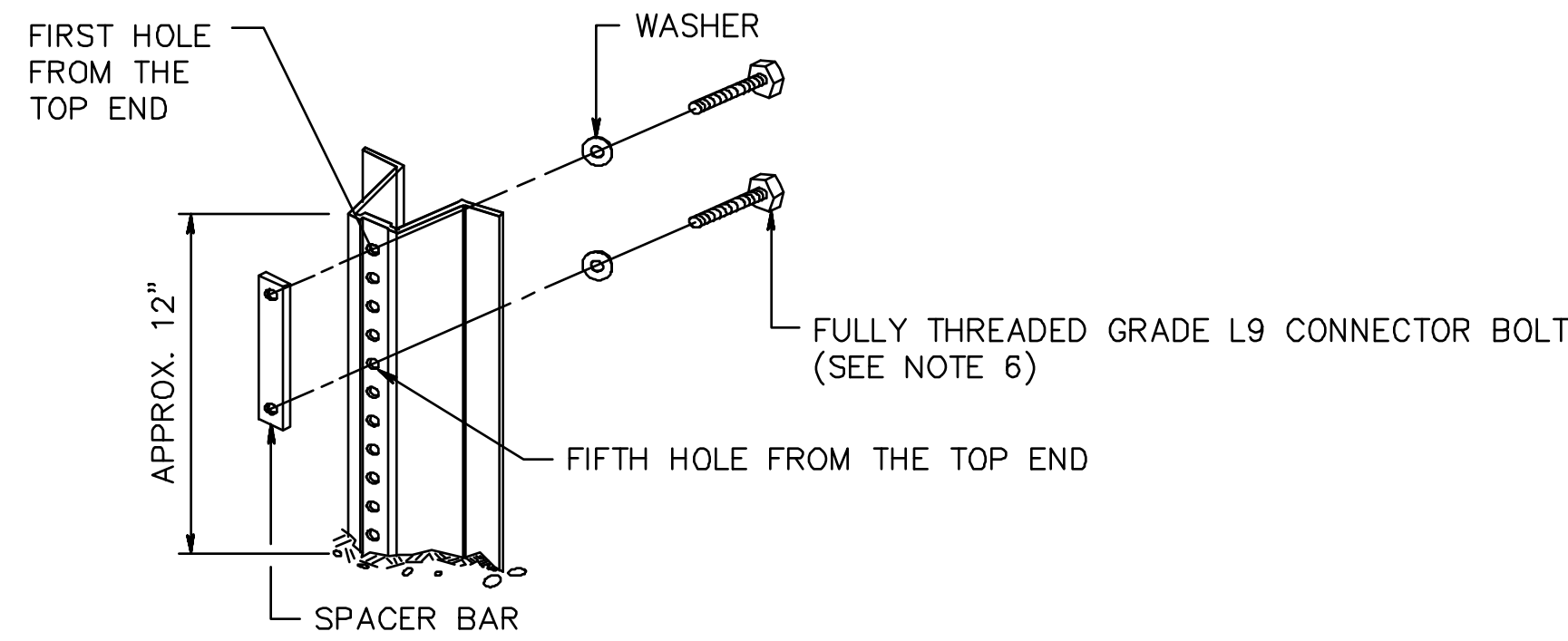
- (W) TWO-WAY MONO-DIRECTIONAL WHITE LENS, RPM
- (A) TWO-WAY MONO-DIRECTIONAL AMBER LENS, RPM
- (BA) TWO-WAY BI-DIRECTIONAL AMBER LENS, RPM

**RAISED PAVEMENT MARKER (RPM) LOCATION**

N.T.S.

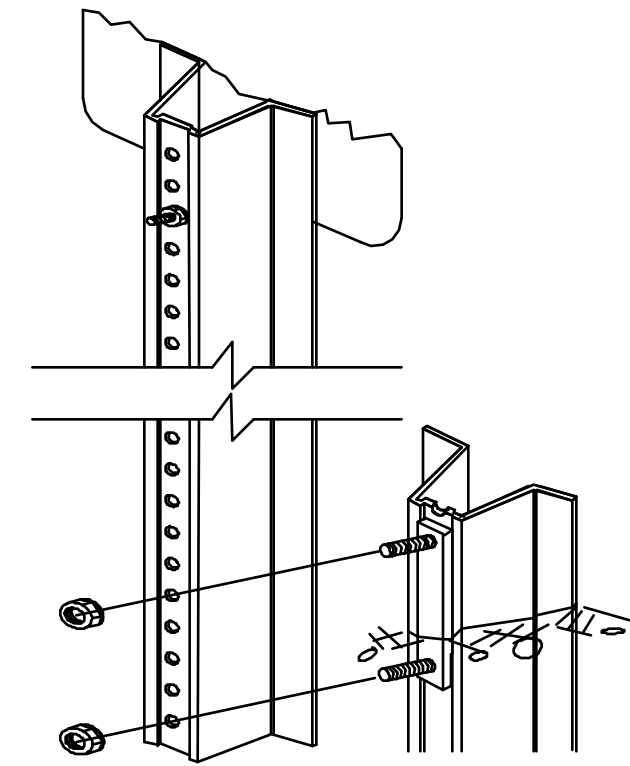
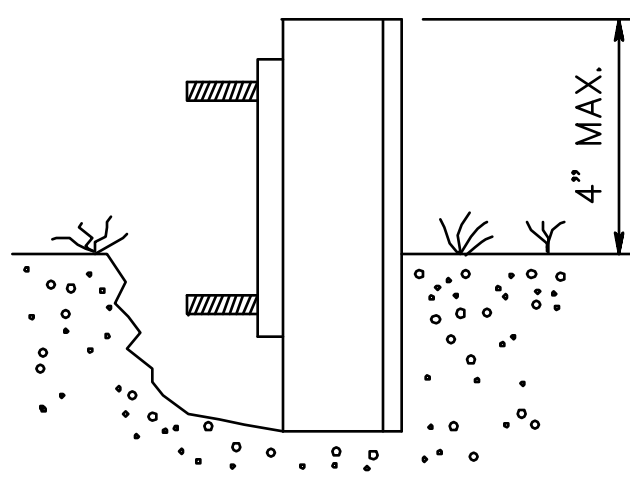
REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>CONSTRUCTION DETAILS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 57 OF 62

THE LOUIS BERKESS GROUP - Feb. 10, 2014 - 12:30pm - CADD FILE: L:\TRANS\CP-2011\CCC 1213 Elizabeth Signs\CADD\DWGS\08 - Construction Details\08.dwg

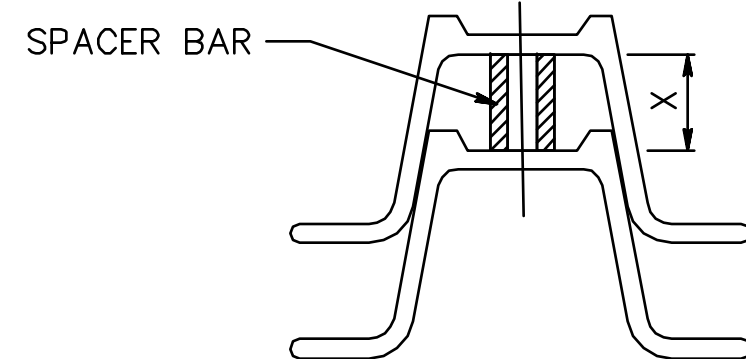
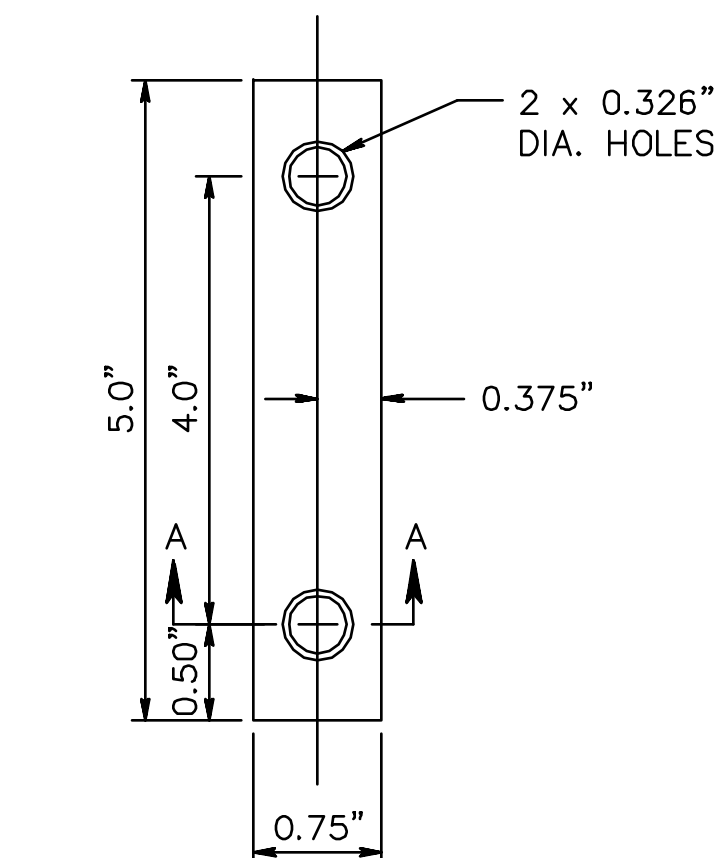


**NOTES:**

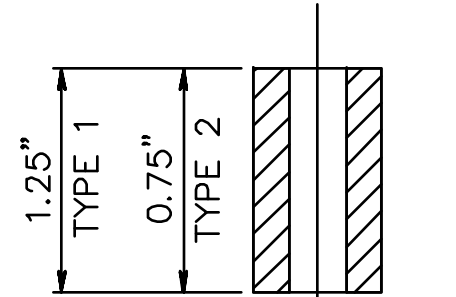
1. DRIVE ANCHOR POST ASSEMBLY TO WITHIN APPROXIMATELY 12 INCHES ABOVE GROUND LEVEL. PLACE BOLT AND WASHER IN FIRST AND FIFTH HOLES FROM THE TOP END, AND SECURE BOLTS ONTO SPACER.
2. DRIVE ANCHOR POST ASSEMBLY TO WITHIN A MAXIMUM OF 4 INCHES ABOVE GROUND LEVEL.
3. DIG OUT AROUND BACK OF ANCHOR POST ASSEMBLY TO ALLOW ROOM FOR TOP POST TO BE ATTACHED.
4. NEST TOP POST ASSEMBLY ONTO PROTRUDING ANCHOR POST ASSEMBLY BOLTS, THROUGH THE FIRST AND FIFTH HOLES FROM THE BOTTOM OF THE TOP POST.
5. PLACE AND TIGHTEN A SELF-LOCKING FLANGE NUT ON EACH BOLT. WHEN INSTALLATION IS COMPLETE, TOP OF GROUND POST SHALL NOT EXCEED 4 INCHES ABOVE GROUND LEVEL.
6. SIZE OF CONNECTOR BOLT FOR TYPE 1,  $\frac{5}{16}$ " x  $1\frac{1}{2}$ "  
SIZE OF CONNECTOR BOLT FOR TYPE 2,  $\frac{5}{16}$ " x 2"
7. THE CONNECTOR BOLTS SHALL BE FULLY THREADED. EACH CONNECTOR BOLT AND NUT SHALL BE CLEARLY STAMPED WITH MANUFACTURER'S IDENTIFYING MARK.



**ANCHOR POST ASSEMBLY SIGN SUPPORTS**



WHEN X IS GREATER THAN 0.75", USE TYPE 1 SPACER BAR  
WHEN X IS 0.75" OR LESS, USE TYPE 2 SPACER BAR

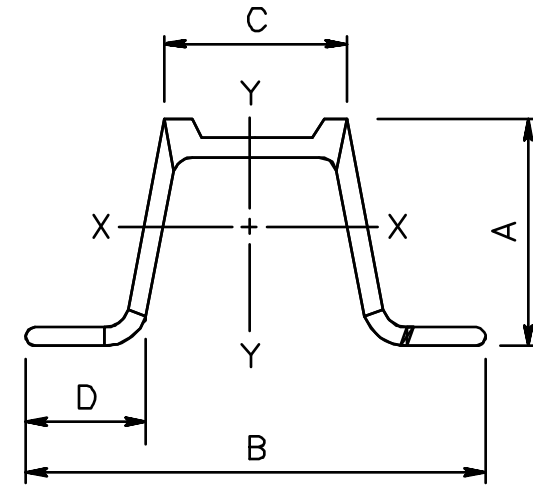


**SECTION A-A**

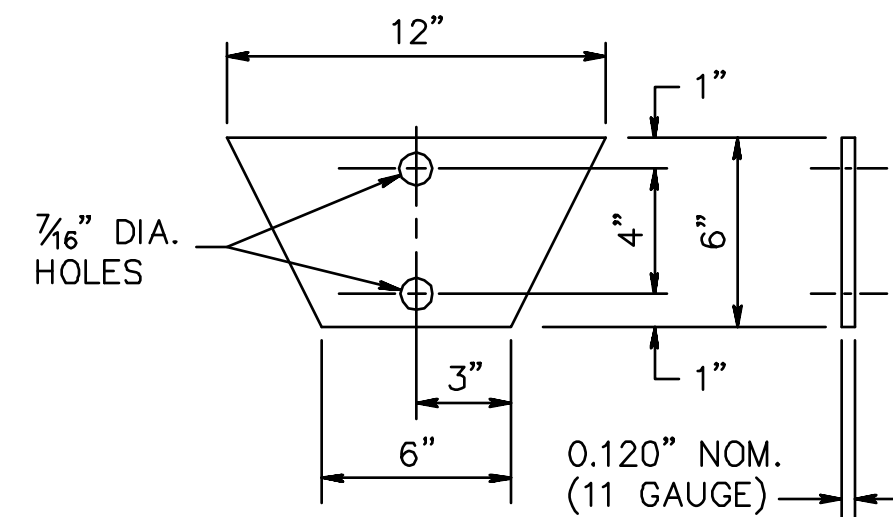
**SPACER BAR**

WEIGHT * LBS. / FT.	DIMENSIONS (IN)				AREA IN. 2	X-X AXIS **		Y-Y AXIS	
	"A"	"B"	"C"	"D"		I(IN. 4)	S(IN. 3)	I(IN. 4)	S(IN. 3)
2.50	1.516	3.062	1.278	0.669	0.760	0.228	0.313	0.539	0.352
4.00	1.968	3.500	1.336	0.834	1.187	0.611	0.707	1.161	0.664

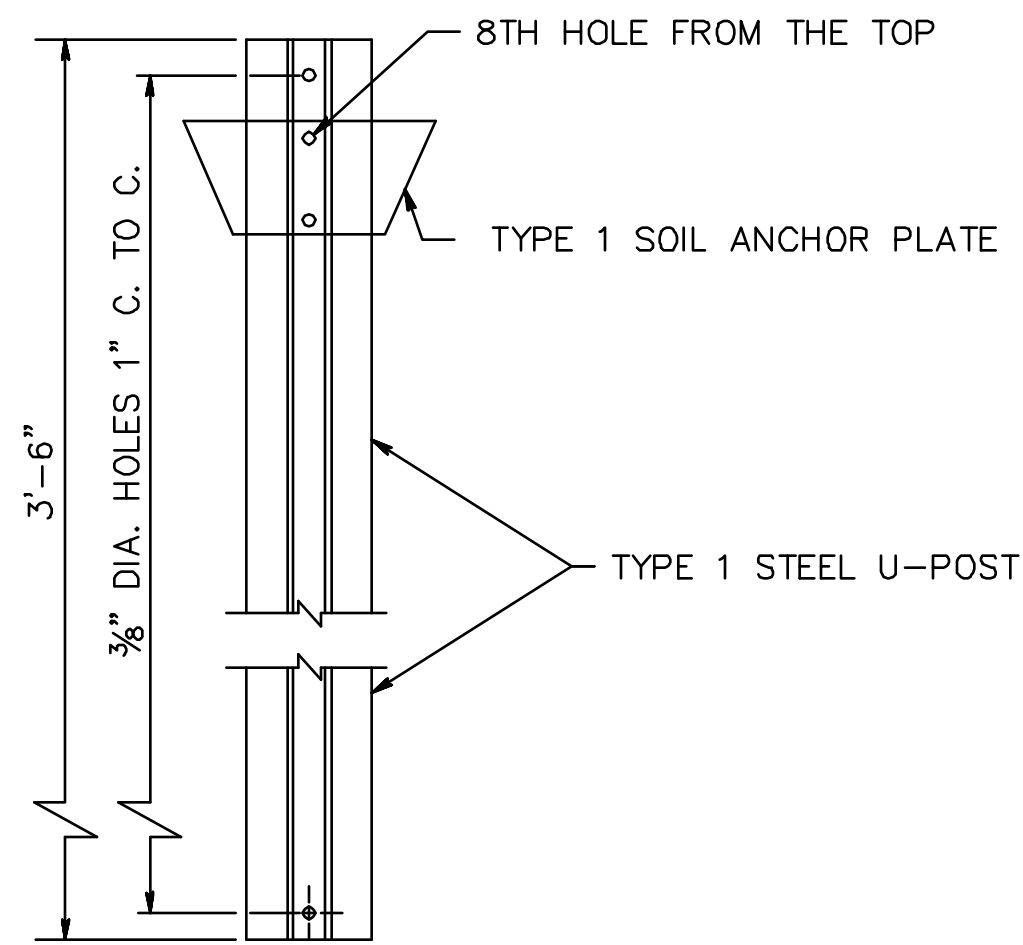
\* ± 5%  
\*\* GOVERNING SECTION



**TYPE 1 STEEL U-POST**



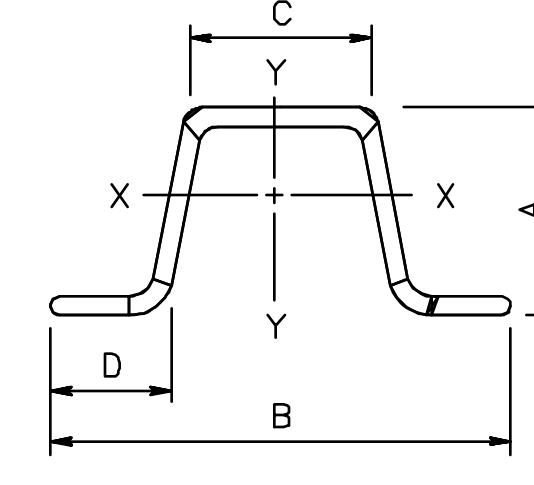
**TYPE 1 SOIL ANCHOR PLATE**



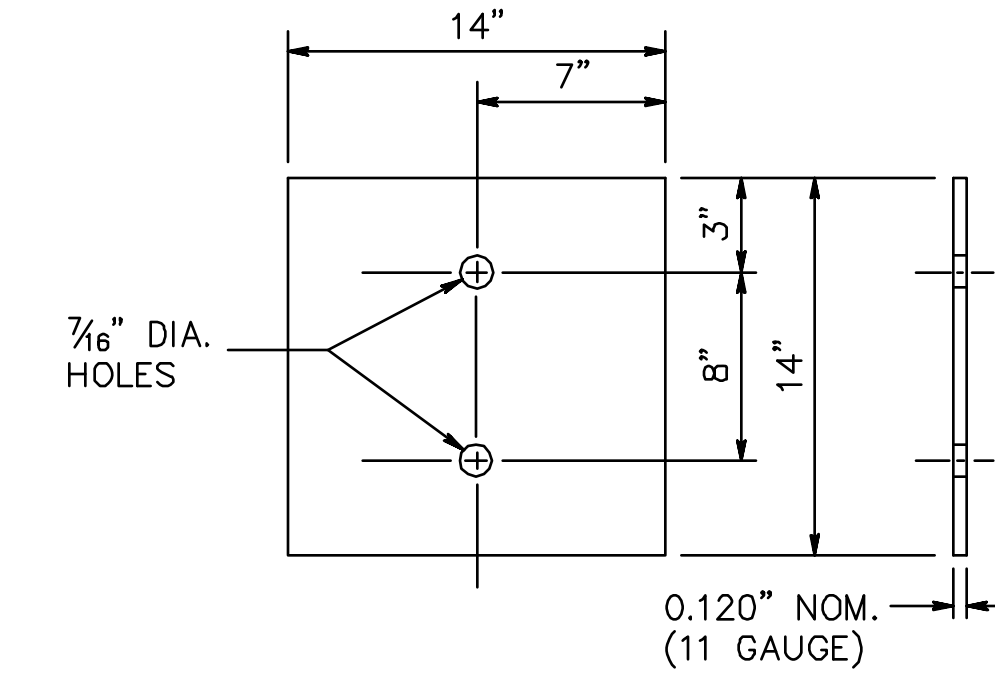
**TYPE 1 ANCHOR POST ASSEMBLY**

WEIGHT * LBS. / FT.	DIMENSIONS (IN)				AREA IN. 2	X-X AXIS **		Y-Y AXIS	
	"A"	"B"	"C"	"D"		I(IN. 4)	S(IN. 3)	I(IN. 4)	S(IN. 3)
2.50	1.549	3.125	1.250	0.625	0.748	0.233	0.289	0.551	0.353
4.00	1.845	3.500	1.625	0.718	1.190	0.500	0.560	1.190	0.690

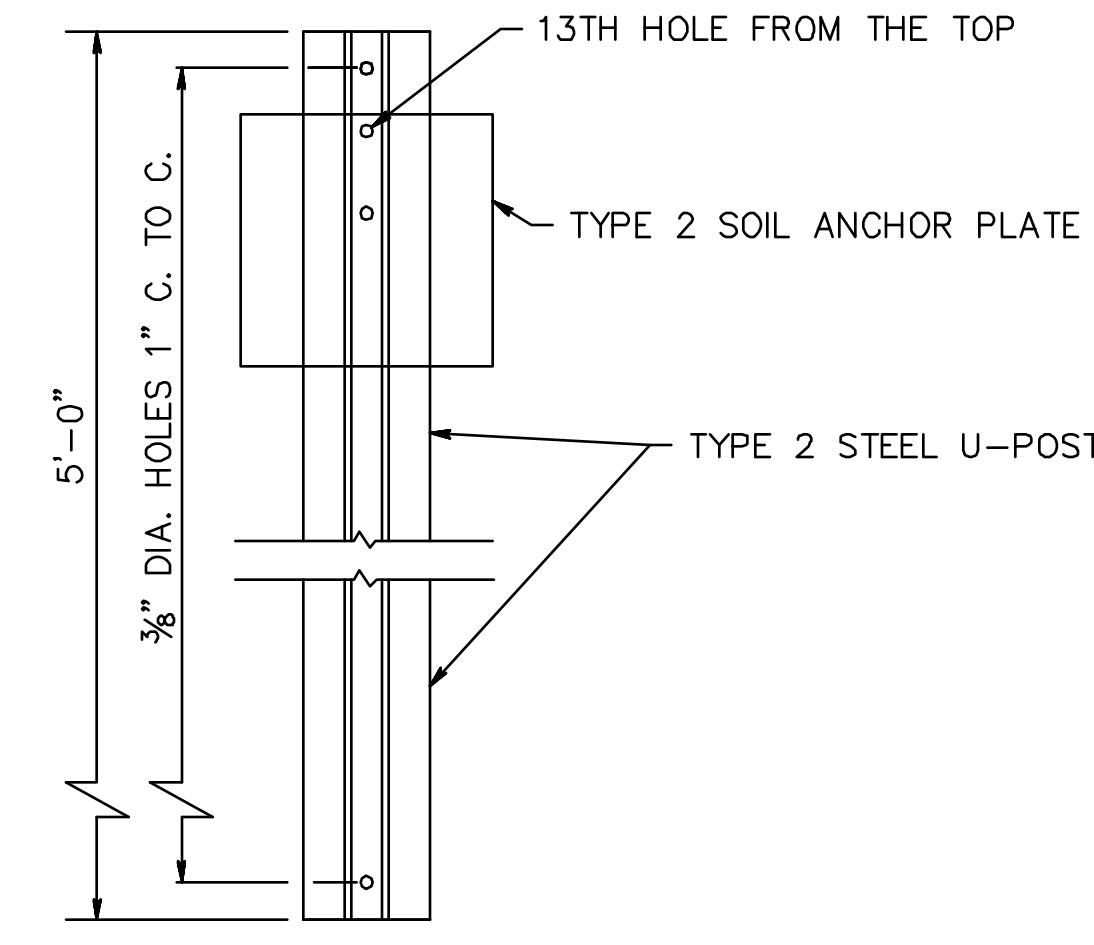
\* ± 5%  
\*\* GOVERNING SECTION



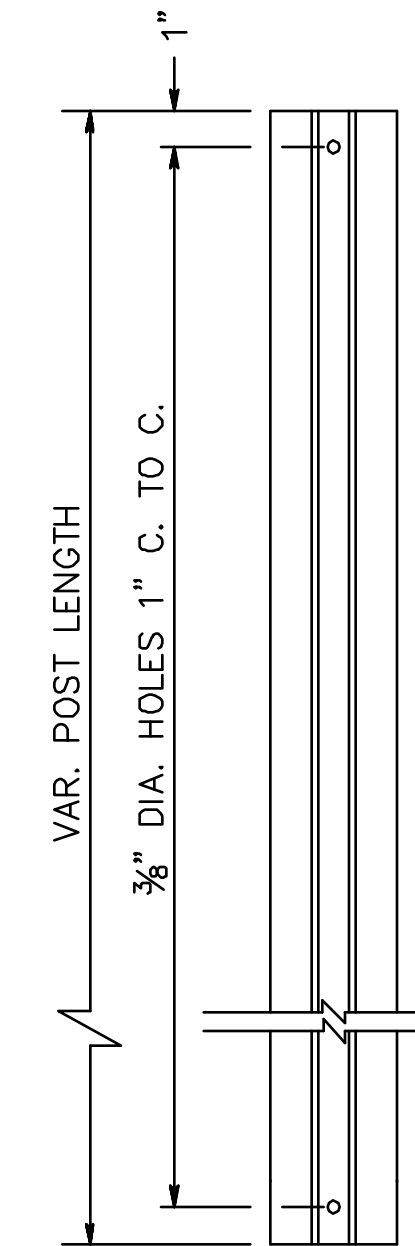
**TYPE 2 STEEL U-POST**



**TYPE 2 SOIL ANCHOR PLATE**



**TYPE 2 ANCHOR POST ASSEMBLY**



**TOP POST U-POST**

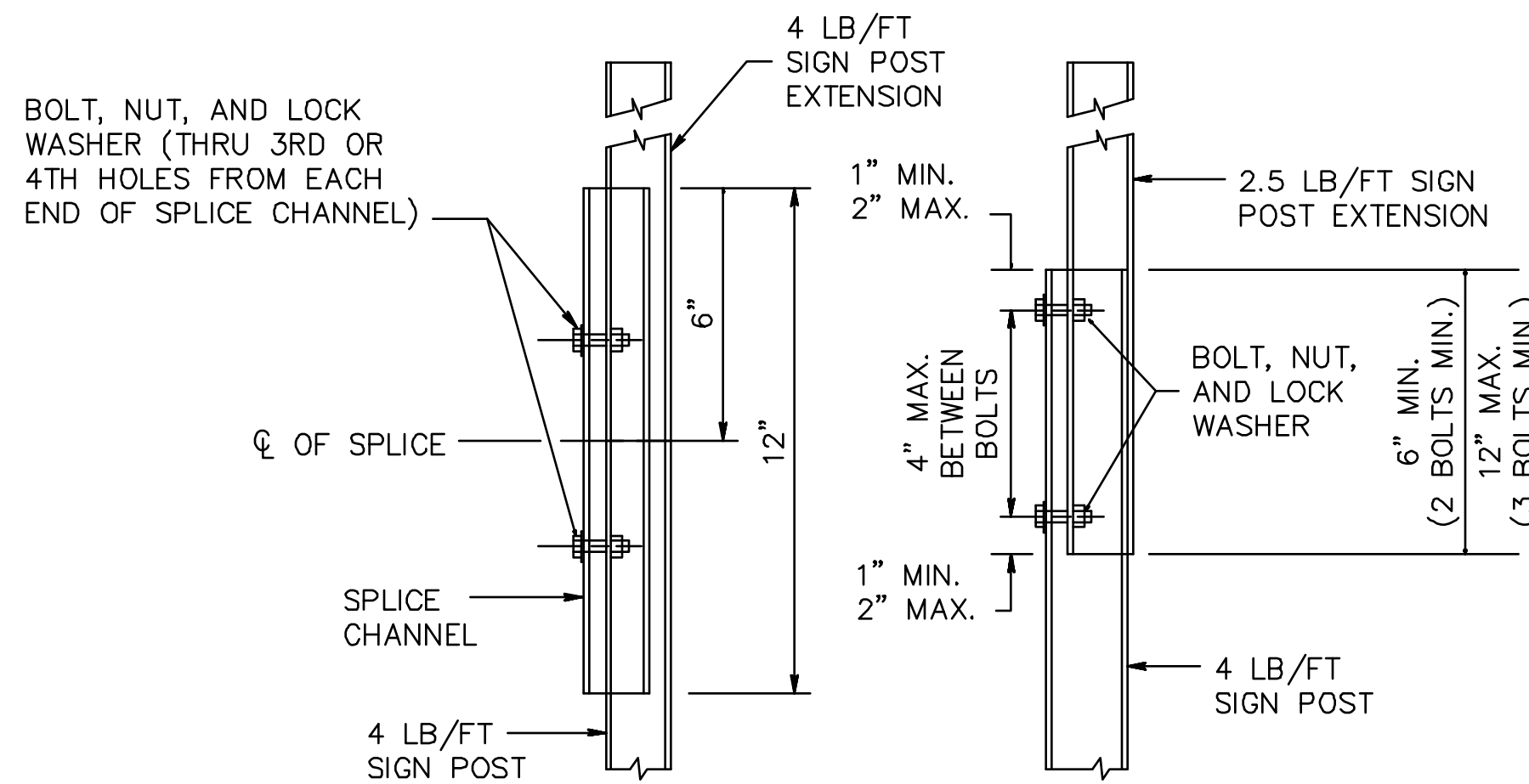
**STEEL POSTS, POST CLIPS, SPACING, ETC. AND TWO PIECE STEEL U-POSTS.**

**NOTES:**

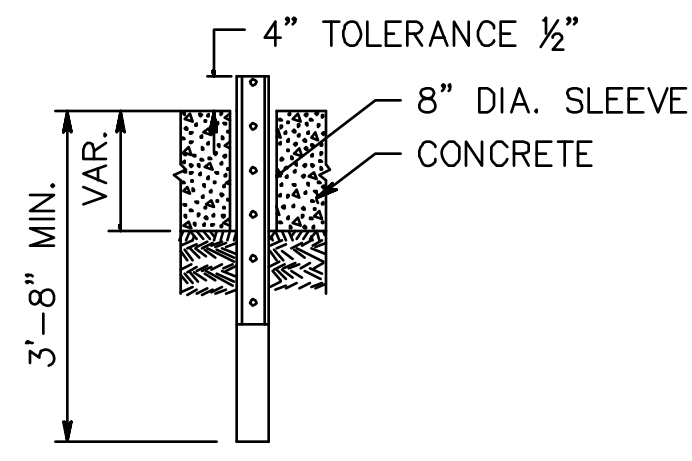
1. ANCHOR POST AND TOP POST SHALL BE OF EQUAL WEIGHT/FEET.
2. SOIL ANCHOR PLATE SHALL BE ATTACHED TO ALL ANCHOR POSTS.
3. THE MATERIAL FOR THE SOIL ANCHOR PLATES SHALL BE CARBON SHEET STEEL.
4. THE STEEL "U" POST SHALL BE GRADE 60.

REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>CONSTRUCTION DETAILS</b>			
<b>POST DETAILS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 59 OF 62

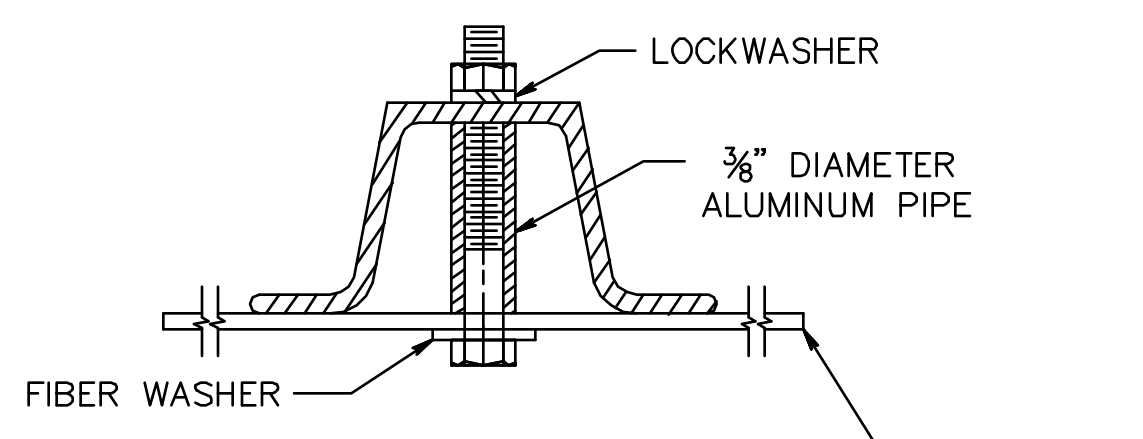




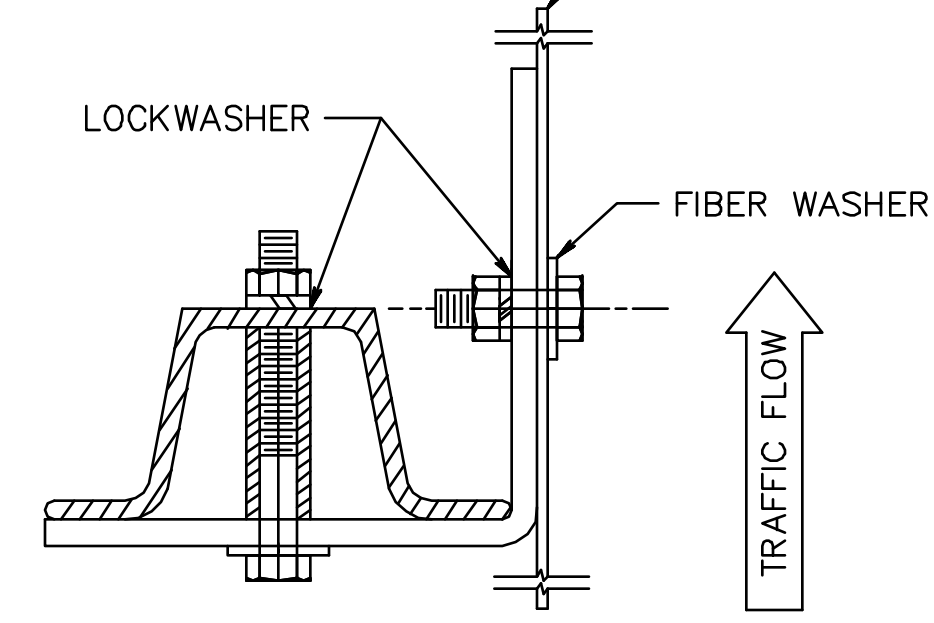
**SIGN POST EXTENSION SPLICE DETAILS**



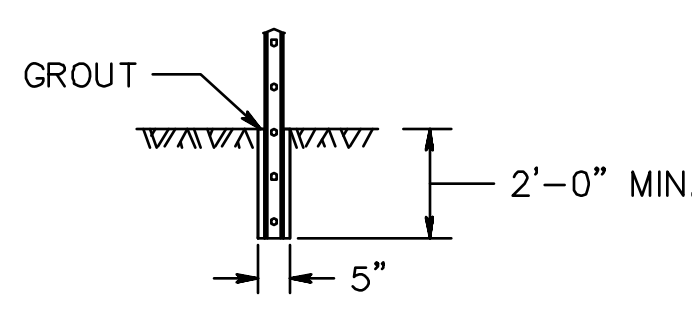
**CONCRETE INSTALLATION**



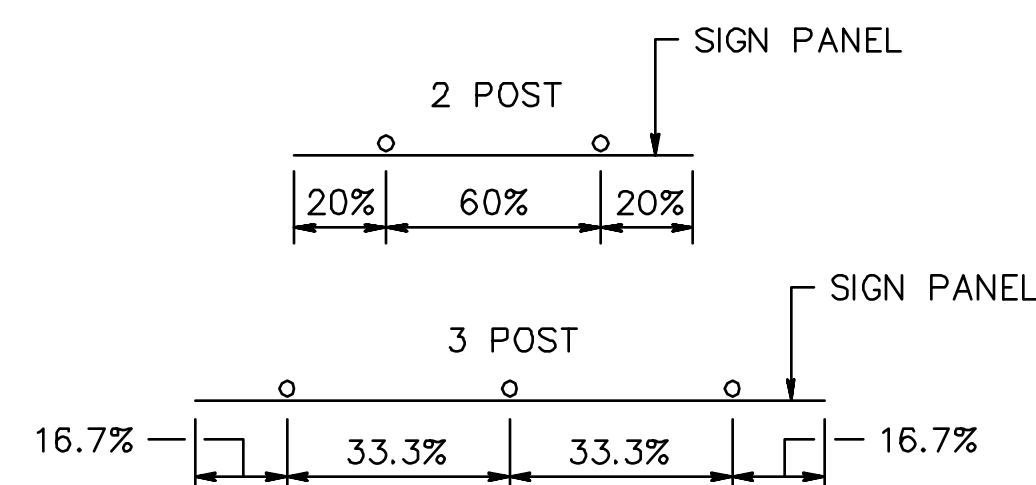
**FRONT MOUNT BRACKET**



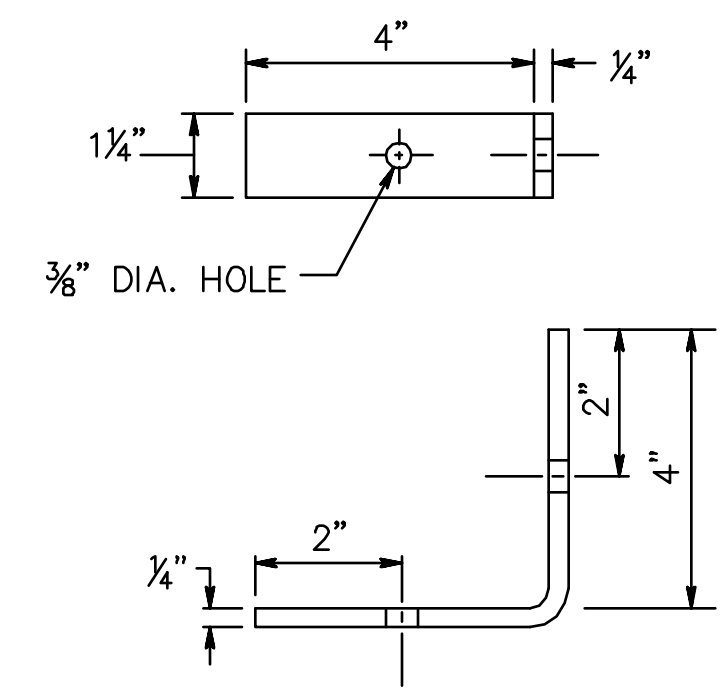
**SIDE MOUNT BRACKET**



**ROCK INSTALLATION**



**STEEL U-POST SPACING**

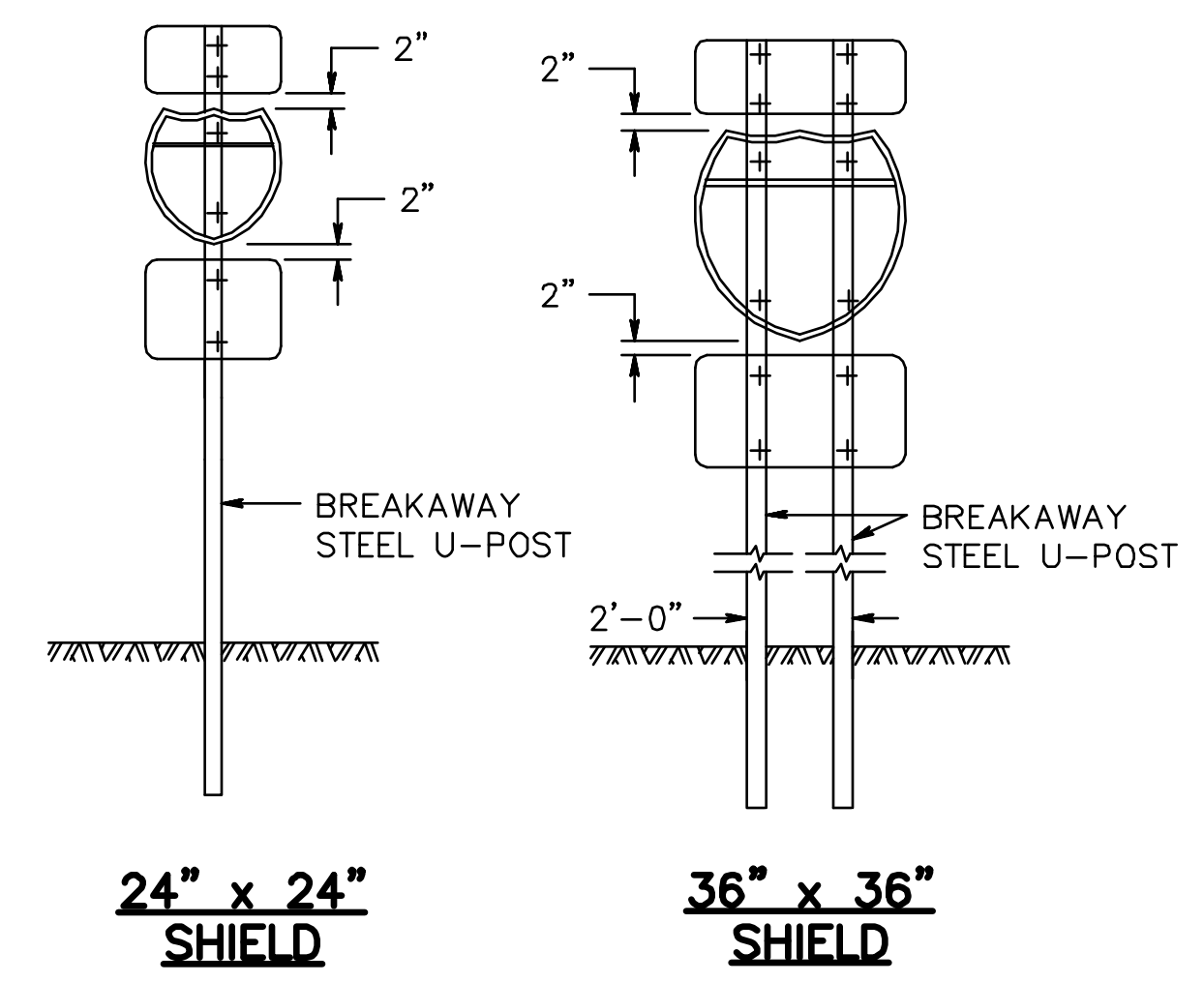


**DETAIL OF BRACKET FOR SIDE MOUNTED SIGNS**

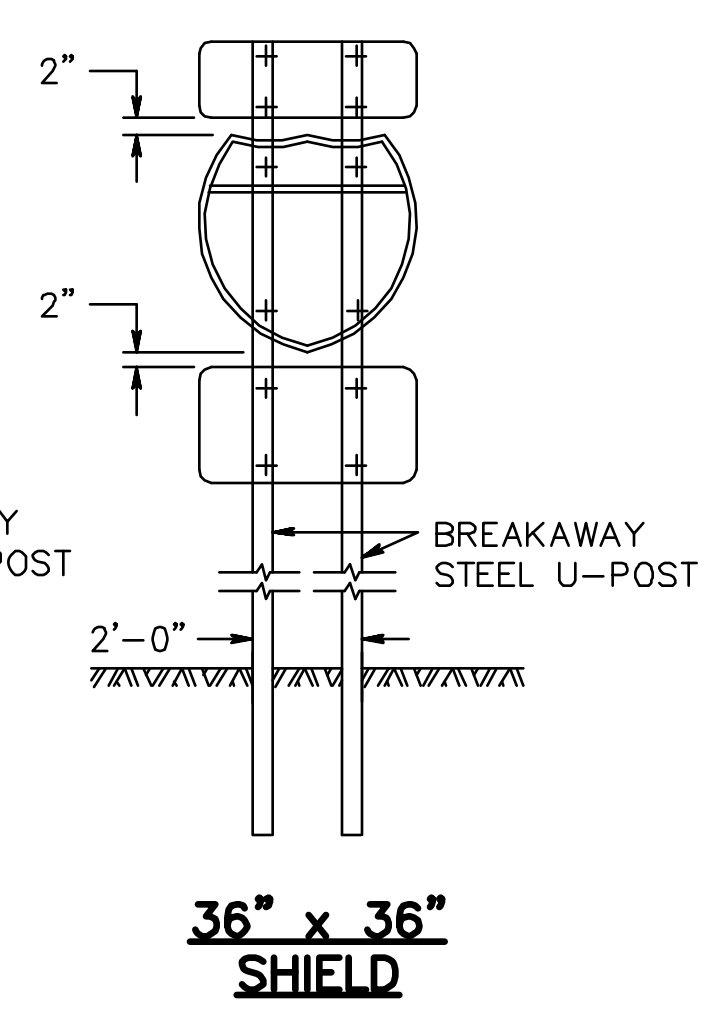
PANEL SIZE (W x H)	# OF POSTS	POST SIZE (LB/ FT)
18" x 18"	1	2.5
18" x 24"	1	2.5
24" x 24"	1	2.5
24" x 30"	1	2.5
24" x 36"	1	2.5
30" x 24"	1	2.5
30" x 30"	1	2.5
36" x 12"	2	2.5
36" x 36" x 36"	2	2.5
30" x 36"	1	4.0

PANEL SIZE (W x H)	# OF POSTS	POST SIZE (LB/ FT)
36" x 36"	2	2.5
36" x 48"	2	2.5
45" x 36"	2	2.5
48" x 24"	2	2.5
48" x 36"	2	2.5
48" x 48"	2	4.0
48" x 64" x 64"	2	2.5
60" x 36"	2	4.0
48" x 60"	2	4.0
60" x 30"	2	4.0

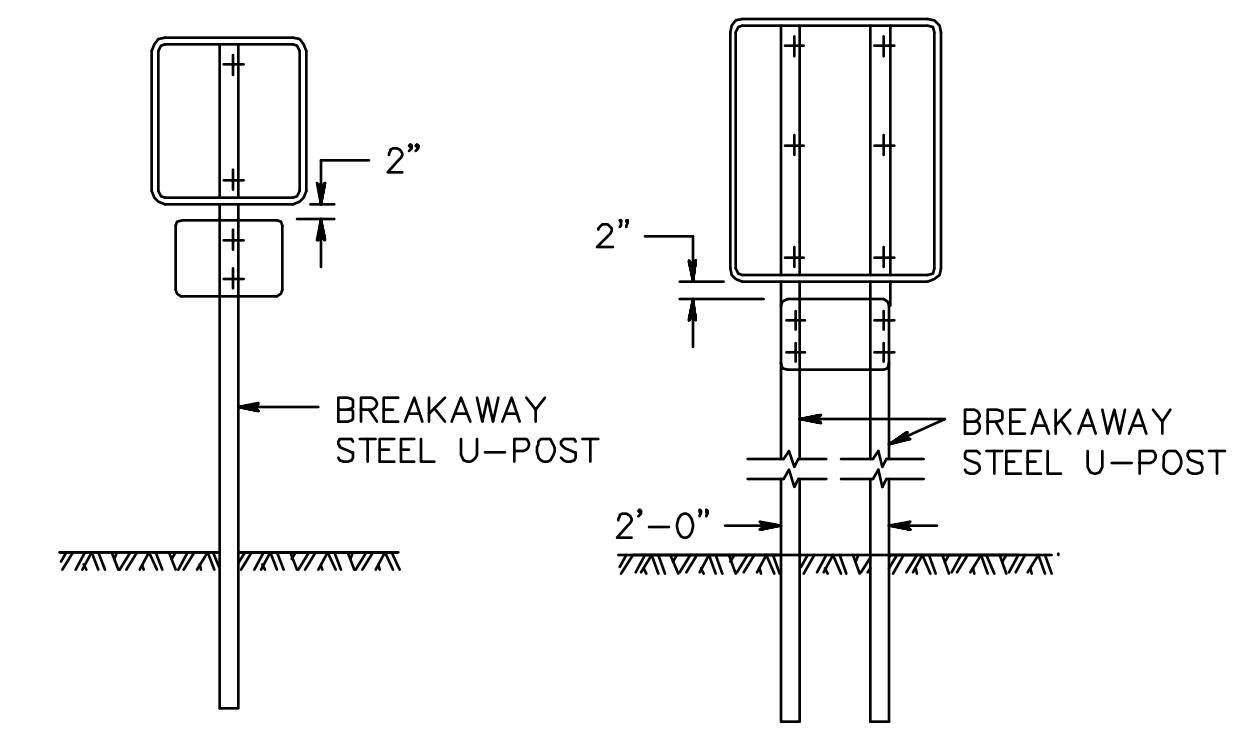
**U-POST SELECTION TABLE BREAKAWAY SIGN SUPPORT**



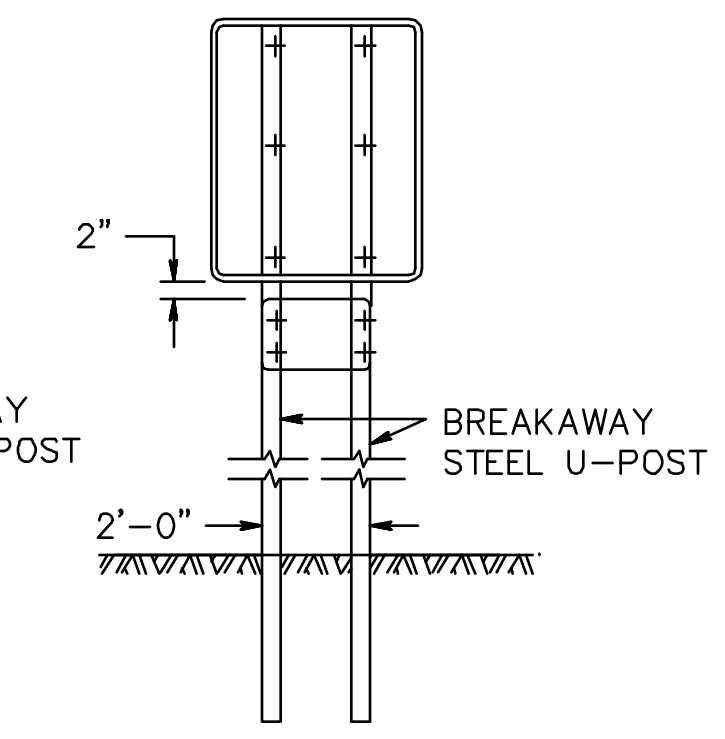
**24" x 24" SHIELD**



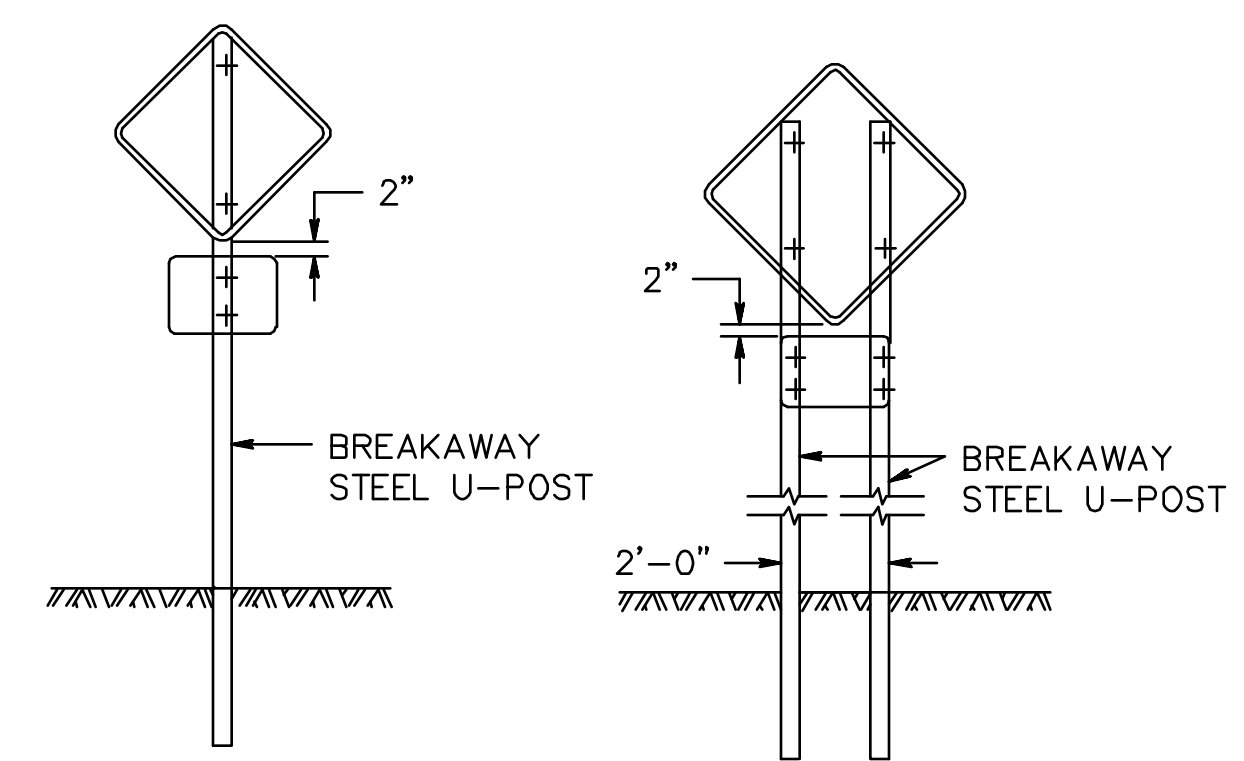
**36" x 36" SHIELD**



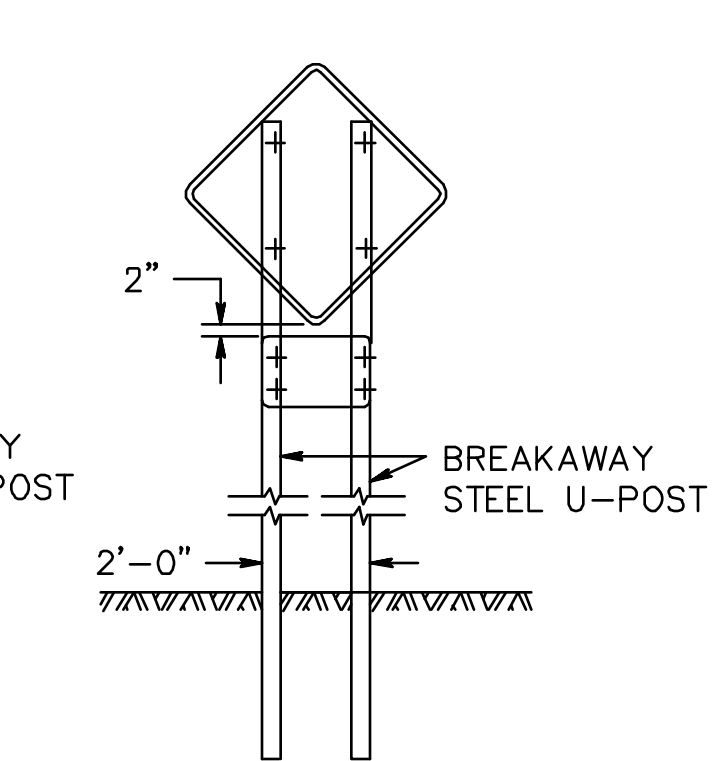
**30" x 30" OR SMALLER**



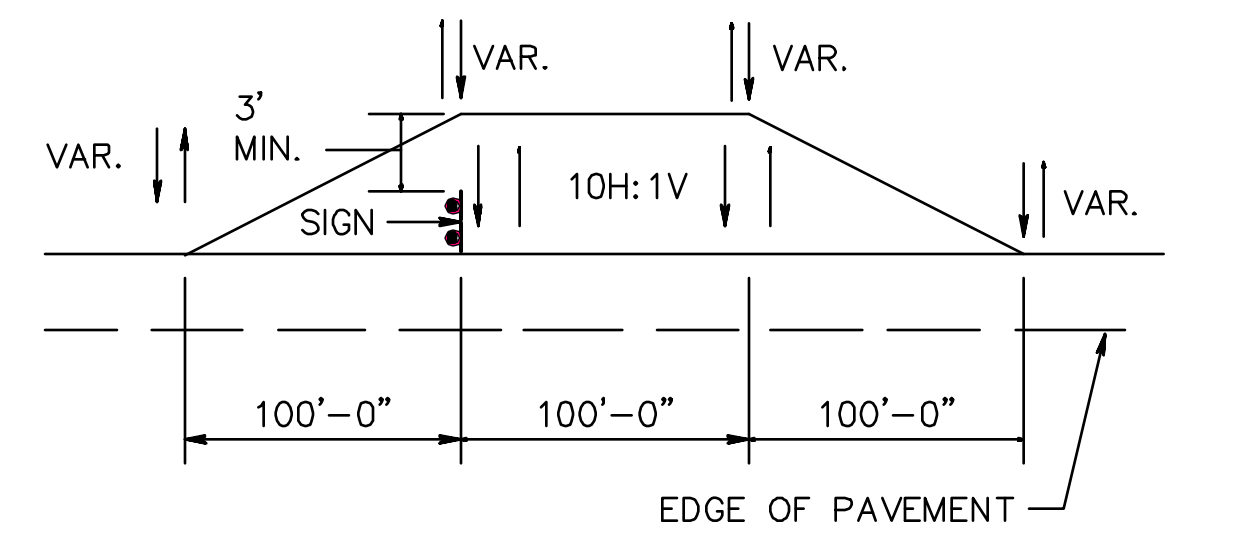
**36" x 36" OR LARGER**



**30" x 30" OR SMALLER**



**36" x 36" OR LARGER**



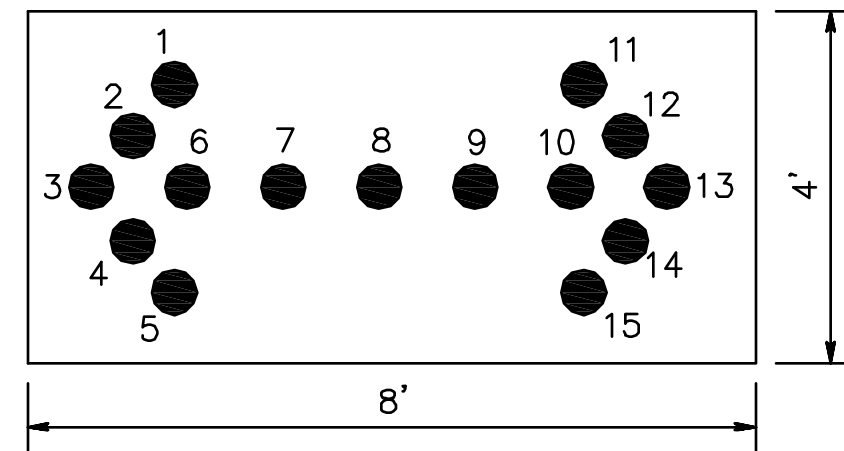
**STEEL U-POST GRADING DETAIL**

**GENERAL NOTES:**

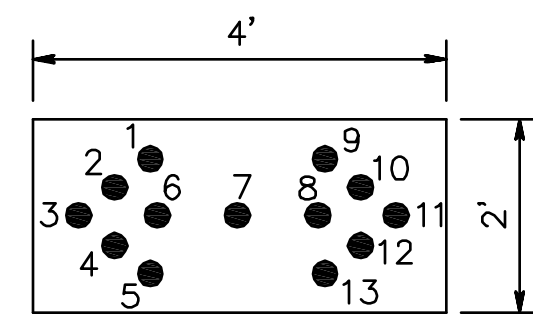
- ALL POSTS SHALL BE OF ADEQUATE LENGTH TO MEET THE REQUIREMENTS FOR ERECTION AS STATED IN THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND AS INDICATED BELOW.
- ALL SMALL SIGN SUPPORTS SHALL BE OF THE BREAKAWAY TYPE WITH EXCEPTION OF THOSE INSTALLED BEHIND GUIDE RAIL OR OTHER ROADSIDE BARRIER.
- ALL STEEL POSTS AND BRACKETS SHALL BE CUT, BENT, AND HOLES PUNCHED AND DRILLED BEFORE GALVANIZING. GALVANIZING SHALL BE IN CONFORMANCE WITH ASTM A123.
- ALL STEEL U-POST SIGN SUPPORTS MUST BE INSTALLED FACING THE PREDOMINANT TRAFFIC FLOW. A MOUNTING BRACKET SHOULD BE USED ON SIDE MOUNTED SIGNS SUCH AS "ONE WAY" SIGNS INSTALLED IN MEDIANS.
- SIGN PANEL SIZES SHALL DETERMINE POST TYPE AND NUMBER AS SHOWN ON THIS DETAIL.
- BOLTS SHALL NOT PROTRUDE MORE THAN 3/4" BEYOND THE NUT WHEN TIGHT, BUT SHALL ENGAGE ALL THREADS IN THE NUT.
- WHEN SIGNS ARE INSTALLED ON SLOPES 10H:1V OR FLATTER, THE MINIMUM VERTICAL CLEARANCE REQUIREMENTS FOR SIGNS ARE:  
 FOR SINGLE POST INSTALLATIONS - THE MINIMUM DISTANCE BETWEEN THE EDGE OF THE PAVEMENT AND THE BOTTOM OF ANY PANEL MUST BE 7 FEET, AND THE MINIMUM DISTANCE FROM EDGE OF PAVEMENT TO THE TOP OF ANY SIGN PANEL MUST BE 9 FEET.  
 FOR MULTI-POST INSTALLATIONS - THE MINIMUM DISTANCE BETWEEN THE EDGE OF PAVEMENT AND THE BOTTOM OF A MAJOR SIGN PANEL MUST BE 7 FEET.  
 SECONDARY SIGN PANELS (LAND SERVICE HIGHWAYS) - THE MINIMUM DISTANCE BETWEEN THE EDGE OF PAVEMENT AND THE BOTTOM OF A SECONDARY SIGN PANEL IS 6 FEET.  
 SECONDARY SIGN PANELS (INTERSTATE AND FREEWAYS) - THE BOTTOM OF THE MAJOR SIGN SHALL BE A MINIMUM OF 8 FEET AND THE SECONDARY SIGN PANEL A MINIMUM OF 5 FEET ABOVE THE EDGE OF PAVEMENT.  
 WHERE GRADING OF 10H:1V OR FLATTER CANNOT BE OBTAINED, OR WHERE CURB OR BERM IS GREATER THAN 4 INCHES, THE MINIMUM VERTICAL CLEARANCE WILL BE MEASURED FROM THE GROUND LINE TO THE BOTTOM OF THE SIGN.
- PERMANENT SIGN SUPPORTS SHOULD NOT BE INSTALLED ON SLOPES GREATER THAN 10H:1V, EXCEPT WHERE GRADING OF 10H:1V CANNOT BE OBTAINED OR THE SIGN SUPPORTS WILL BE BEHIND A TRAFFIC BARRIER. THE SLOPE SHALL EXTEND A MINIMUM OF 3 FEET BEYOND THE OUTSIDE EDGE OF SIGN (SEE GRADING DETAIL FOR SLOPE TREATMENT).
- EXTRUDED ALUMINUM SIGN PANELS ARE NOT PERMITTED FOR USE WITH STEEL U-POST SIGN SUPPORTS.
- STEEL U-POST SIGN SUPPORTS SHALL NOT BE PLACED IN FRONT OF GUIDE RAIL AND THE POSTS MUST NOT STRADDLE GUIDE RAIL.
- TO EXTEND THE HEIGHT OF A SIGN POST, A MAXIMUM OF ONE SPLICE MAY BE MADE AND MUST BE A MINIMUM OF 9 FEET FROM THE GROUNDLINE TO CENTER LINE OF SPLICE.

REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>CONSTRUCTION DETAILS</b>			
<b>SIGNING AND SIGN POSTS</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 59 OF 62

THE LOUIS BERGER GROUP - Feb. 10, 2014 - 12:38pm - CADD FILE: L:\TRANS\CP-2011\CCC-1213 Elizabeth Signs\CADD\DWG\08 - Construction Details\013.dwg



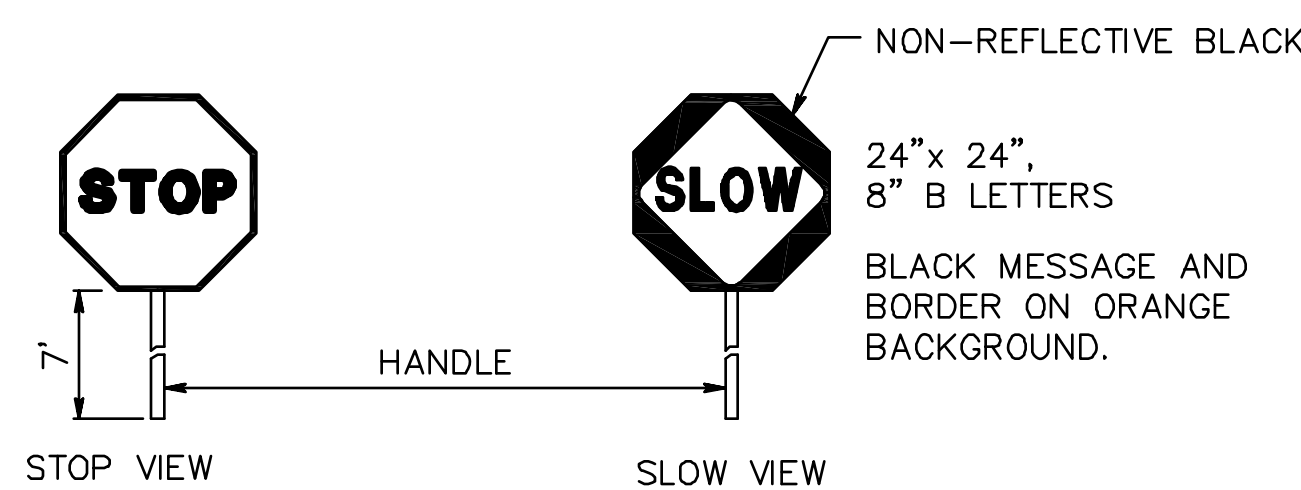
4' x 8' BOARD  
 FLASHING MESSAGES TO LIGHT AS FOLLOWS  
 RIGHT ARROW 3, 6, 7, 8, 9, 11, 12, 13, 14 & 15  
 LEFT ARROW 1, 2, 3, 4, 5, 7, 8, 9, 10 & 13  
 DOUBLE ARROW 1, 2, 3, 4, 5, 7, 8, 9, 11, 12, 13, 14 & 15  
 CAUTION MODE 1, 5, 11 & 15



2' x 4' BOARD  
 RIGHT ARROW 3, 6, 7, 9, 10, 11, 12 & 13  
 LEFT ARROW 1, 2, 3, 4, 5, 7, 8 & 11  
 DOUBLE ARROW 1, 2, 3, 4, 5, 7, 9, 10, 11, 12 & 13  
 CAUTION MODE 1, 5, 9 & 13

ILLUMINATED FLASHING ARROWS

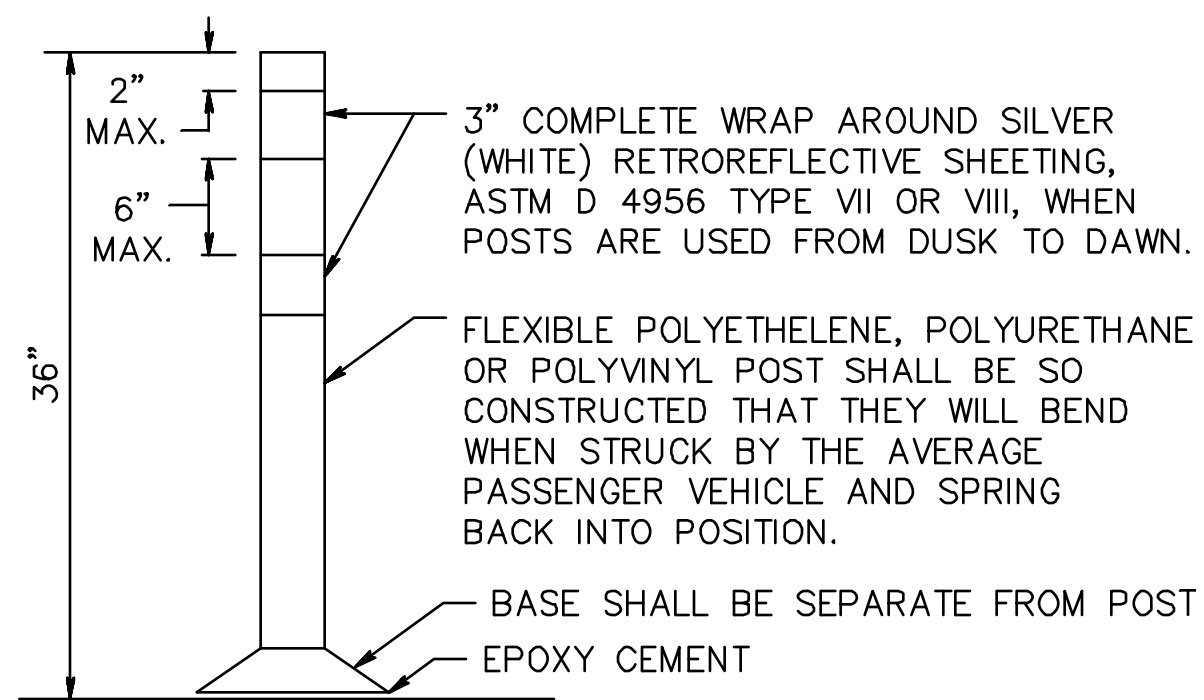
R 1 - 1  
 24" x 24",  
 8" C LETTERS  
 WHITE MESSAGE AND  
 BORDER ON RED  
 BACKGROUND.



NOTE:  
 SIGN FACES SHALL BE  
 RETROREFLECTIVE  
 SHEETING, ASTM D 4956 TYPE III.

STOP/ SLOW PADDLE

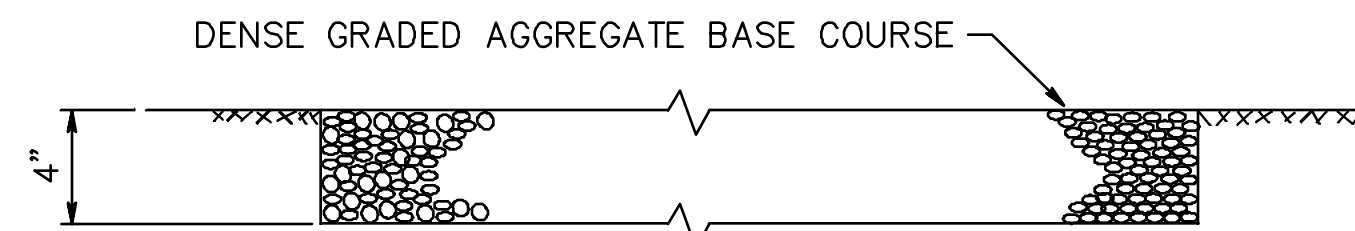
DELINEATOR GUIDE POSTS SHALL BE  
 PREDOMINATELY ORANGE IN COLOR.



THE BASE SHALL BE REMOVED FROM  
 THE PAVEMENT WHEN THE POST IS  
 NO LONGER NEEDED.

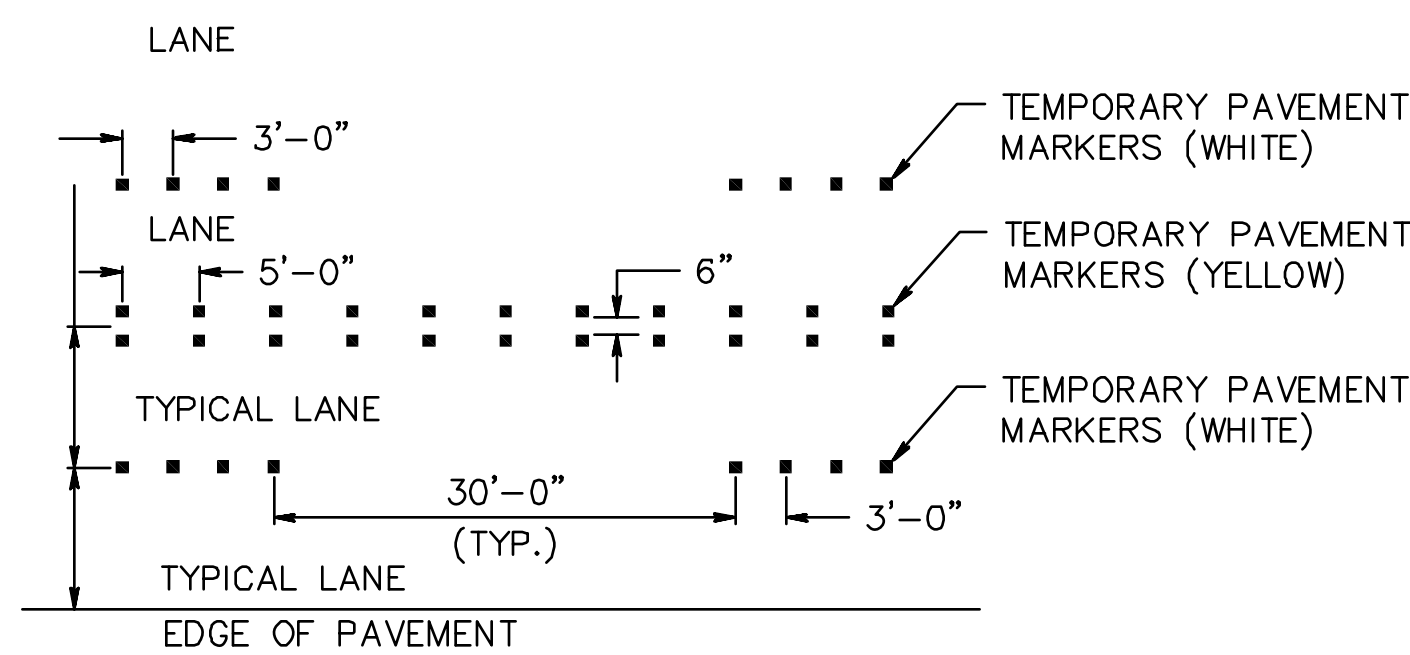
NOTE:  
 MINOR MANUFACTURER'S VARIATIONS MAY BE  
 ACCEPTABLE UPON APPROVAL OF THE R.E..

DELINEATOR GUIDE POSTS



NOTE:  
 ALL EXCAVATION OR EMBANKMENT REQUIRED TO CONSTRUCT  
 TEMPORARY SIDEWALK SHALL BE INCLUDED IN UNIT PRICE  
 BID FOR PAY ITEM, SIDEWALK.

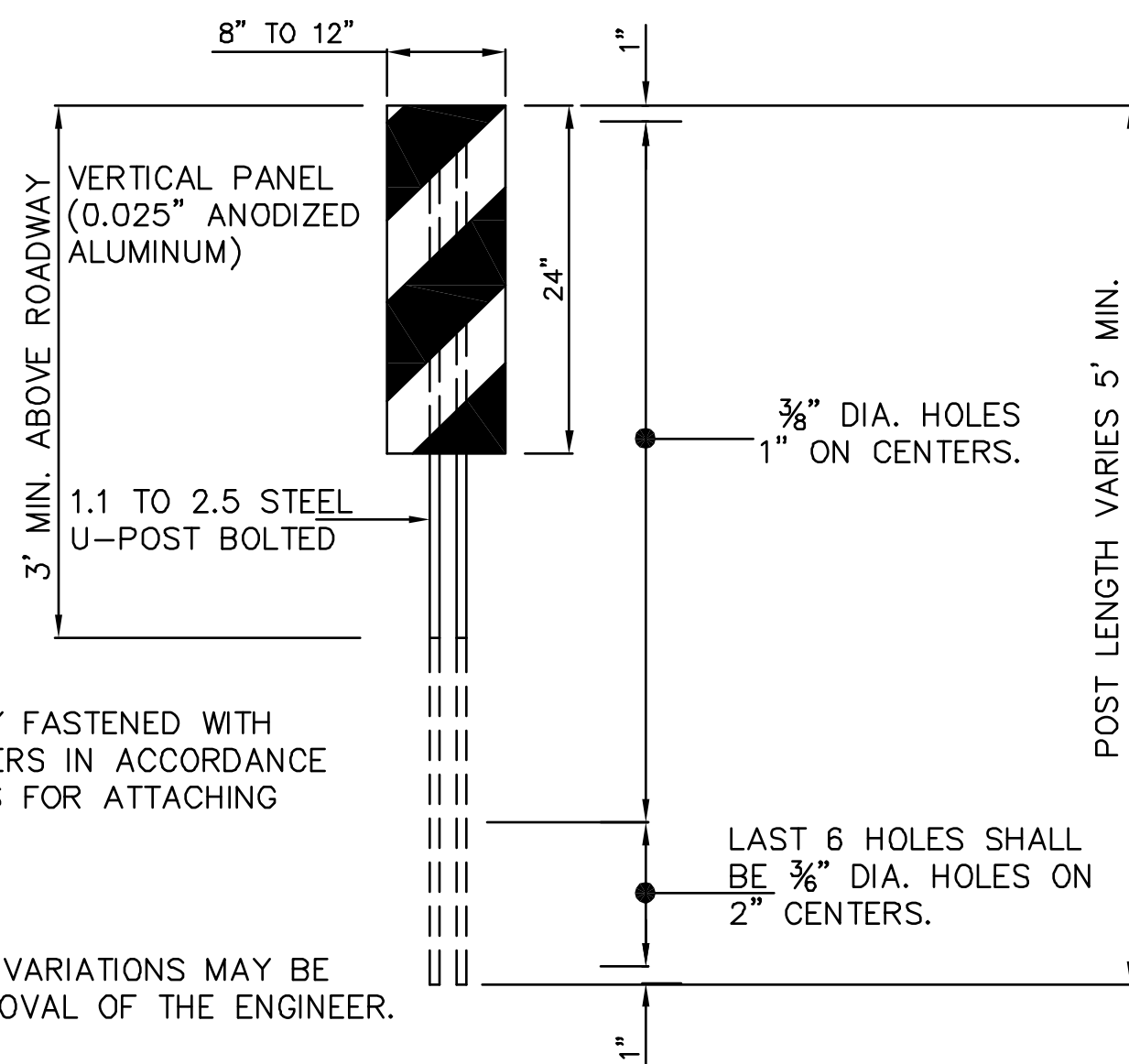
TEMPORARY SIDEWALK



NOTES:  
 1. WHEN TEMPORARY PAVEMENT MARKERS ARE TO SIMULATE LANE LINES ON  
 SHARP CURVES OR IN TRANSITIONS TO EITHER REDUCE THE NUMBER OF  
 LANES OR TO SHIFT TRAFFIC LATERALLY, THE TEMPORARY PAVEMENT  
 MARKERS SHALL BE SPACED 5 FEET APART CONTINUOUSLY THROUGH  
 THE CURVE OR TRANSITION AREA.  
 2. TEMPORARY PAVEMENT MARKERS SHOULD NOT BE USED TO DELINEATE  
 RIGHT EDGE LINES.

TEMPORARY PAVEMENT MARKERS

ALTERNATE ORANGE AND SILVER (WHITE) STRIPES SHALL BE RETROREFLECTIVE  
 SHEETING. ASTM D 4956 TYPE III, 6" WIDE SLOPING DOWNWARD AT AN ANGLE  
 OF 45° IN THE DIRECTION TRAFFIC IS TO PASS.



PANELS TO BE SECURELY FASTENED WITH  
 BOLTS, NUTS AND WASHERS IN ACCORDANCE  
 WITH THE SPECIFICATIONS FOR ATTACHING  
 SIGNS TO U-POSTS.

NOTE:  
 MINOR MANUFACTURER'S VARIATIONS MAY BE  
 ACCEPTABLE UPON APPROVAL OF THE ENGINEER.

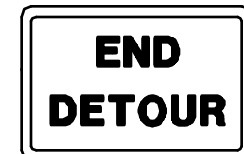
VERTICAL PANELS

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REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>CONSTRUCTION DETAILS</b>			
<b>TRAFFIC CONTROL DEVICES</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 60 OF 62



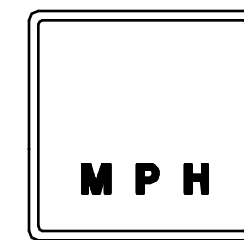
G20 - 1 [60" x 24"]  
(10 S.F.)



M4 - 8a [24" x 18"]  
(3 S.F.)  
M4 - 11 (S) [48" x 36"]  
(12 S.F.)



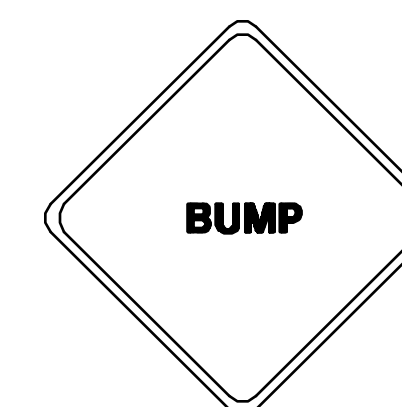
(L OR R)  
W1 - 4a [48" x 48"]  
(16 S.F.)



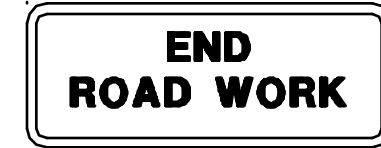
W13 - 1 [18" x 18"]  
(2.3 S.F.)  
W13 - 1 (S) [24" x 24"]  
(4 S.F.)



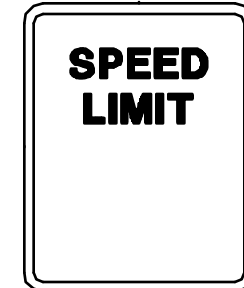
W20 - 7a [48" x 48"]  
(16 S.F.)



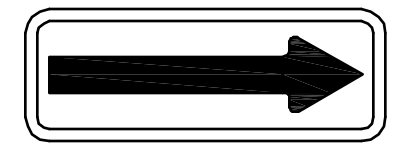
W8 - 1 (S) [48" x 48"]  
(16 S.F.)



G20 - 2A [48" x 24"]  
(8 S.F.)



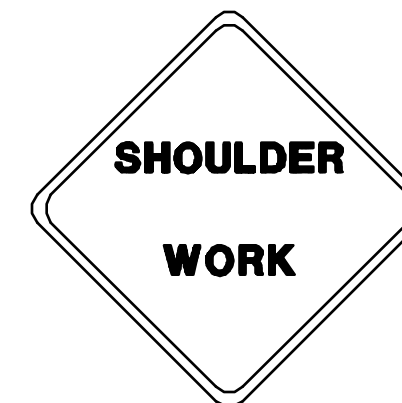
R2 - 1 [36" x 48"]  
(12 S.F.)  
R2 - 1 (S) [48" x 60"]  
(20 S.F.)



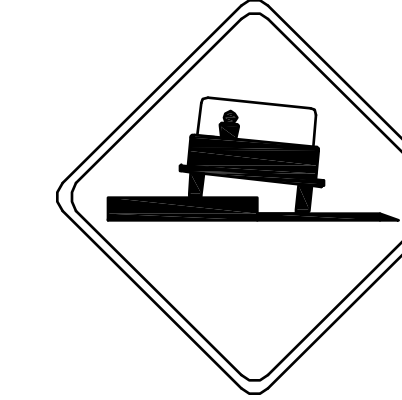
(L OR R)  
W1 - 6 [48" x 24"]  
(8 S.F.)  
W1 - 6 (S) [60" x 30"]  
(12.5 S.F.)



W20 - 1A [48" x 48"]  
(16 S.F.)



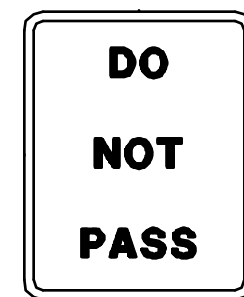
W21 - 5 (S) [48" x 48"]  
(16 S.F.)



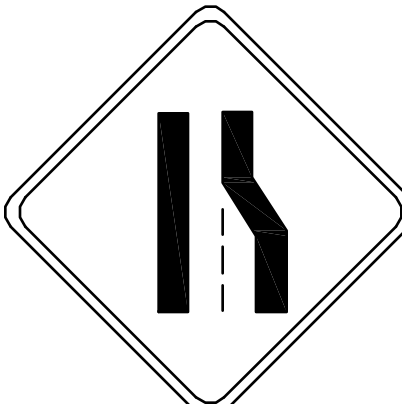
W8 - 11a [48" x 48"]  
(16 S.F.)



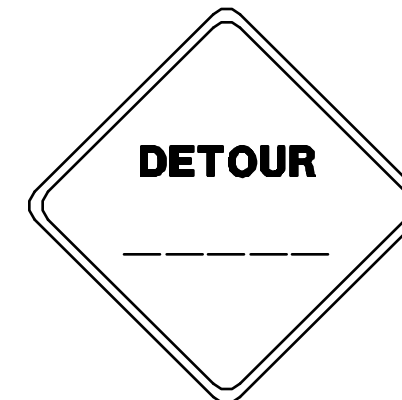
M4 - 9L (LEFT) [30" x 24"]  
M4 - 9R (RIGHT) [30" x 24"]  
(5 S.F.)



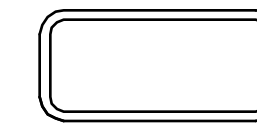
R4 - 1 [24" x 30"]  
(5 S.F.)



(L OR R)  
W4 - 2 [48" x 48"]  
(16 S.F.)



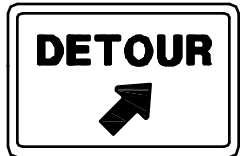
W20 - 2 [48" x 48"]  
(16 S.F.)



M4 - 9N [30" x 12" MIN.]  
(2.5 S.F.)  
(SIZE WILL VARY WITH LENGTH OF STREET NAME)  
STREET NAME SIGN TO BE USED IN CONJUNCTION WITH M4 - 9 SIGNS BLACK ON ORANGE



W8 - 15F [48" x 48"]  
(16 S.F.)



M4 - 9LX (LEFT) [30" x 24"]  
M4 - 9RX (RIGHT) [30" x 24"]  
(5 S.F.)  
M4 - 9 (L or R) XS [48" x 36"]  
(12 S.F.)



R11 - 2 [48" x 30"]  
(10 S.F.)



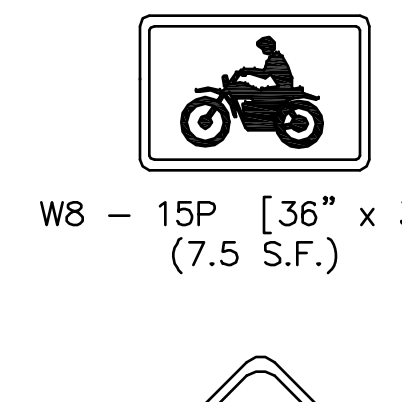
W5 - 1 (S) [48" x 48"]  
(16 S.F.)



W20 - 3 [48" x 48"]  
(16 S.F.)



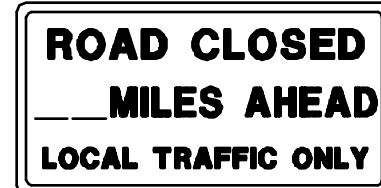
[24" x 24"]  
(4 S.F.)  
[30" x 30"] (S)  
(6.3 S.F.)



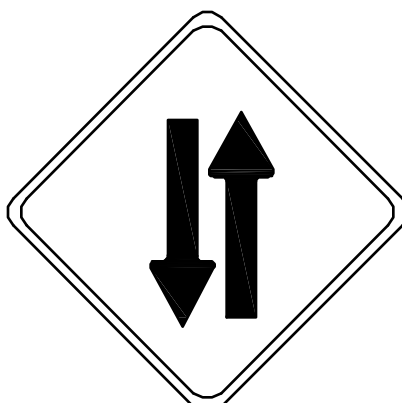
W8 - 15P [36" x 30"]  
(7.5 S.F.)



M4 - 9X [30" x 24"]  
(5 S.F.)  
M4 - 9X (S) [48" x 36"]  
(12 S.F.)



R11 - 3 [60" x 30"]  
(12.5 S.F.)



W6 - 3 [48" x 48"]  
(16 S.F.)



W20 - 4 [48" x 48"]  
(16 S.F.)



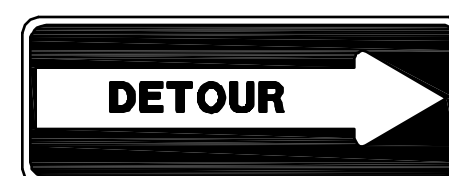
[24" x 24"]  
(4 S.F.)  
[30" x 30"] (S)  
(6.3 S.F.)



W8 - 15 [48" x 48"]  
(16 S.F.)



W99 - 2 [48" x 48"]  
(16 S.F.)



M4 - 10L (LEFT) [48" x 18"]  
M4 - 10R (RIGHT) [48" x 18"]  
(6 S.F.)



R11 - 4 [60" x 30"]  
(12.5 S.F.)



W20 - 7b [48" x 48"]  
(16 S.F.)



(L OR R) (CENTER)  
W20 - 5 [48" x 48"]  
(16 S.F.)

**NOTE:**

THE BORDER, THE WORDS "GIVE US A", "SLOW DOWN!", AND THE BRAKE PEDAL ARE BLACK; LEAVING THE WORD "BRAKE" ORANGE.

**GENERAL NOTES:**

- DIMENSIONS, COLORS AND DETAILS OF VARIOUS SIZE SIGNS, AND ACCESSORY PANELS TO FOLLOW STANDARDS IN THE CURRENT "STANDARD HIGHWAY SIGN PUBLICATION" AND THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- (S) REPRESENTS A SPECIAL SIZE SIGN.
- LETTERS AND NUMERALS SHALL CONFORM TO THE CURRENT MANUAL, "STANDARD ALPHABETS FOR HIGHWAY SIGNS" U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- THE CONTRACTOR SHALL OBTAIN THE APPROVAL OF THE ENGINEER FOR THE DISTANCE TO BE USED ON THE ADVANCE WARNING SIGNS, AND FOR THE SPEED LIMIT TO BE USED ON THE R2-1 SIGN.
- DISTANCE LEGEND: SIGN NUMBER FOLLOWED BY A LETTER & DISTANCE, ARE THE SIGN PLACEMENTS FOR USE WITH TCD-3 THROUGH TCD-21 AND PROJECT SPECIFIC PLANS. ALL DISTANCES ARE FROM THE TRANSITION OR POINT OF RESTRICTION.

LETTER	DISTANCE
A	1500'
B	1000'
C	500'
D	___ MILE
E	___ MILES AHEAD
F	AHEAD

**BACKING MATERIAL**

- ALUMINUM SHALL BE FLAT SHEET OF ALLOY AND TEMPER 5052-H38 OR 6061-T6 :
  - 0.10" THICK FOR ALL CONSTRUCTION SIGNS EXCEPT SIGNS SHOWN MOUNTED ON BREAKAWAY BARRICADES.
  - 0.024" THICK FOR ALL CONSTRUCTION SIGNS SHOWN MOUNTED ON BREAKAWAY BARRICADES.

**TEMPORARY SIGN SUPPORTS**

- STEEL POSTS SHALL BE IN ACCORDANCE WITH THE STANDARD DETAIL FOR U-POST SIGN SUPPORT.
- TEMPORARY SIGN SUPPORTS NOT MEETING THIS CRITERIA SHALL BE SHIELDED BY A LONGITUDINAL BARRIER OR CRASH CUSHIONS.
- WOOD POST TO BE USED ONLY ON TEMPORARY SIGN SUPPORT.

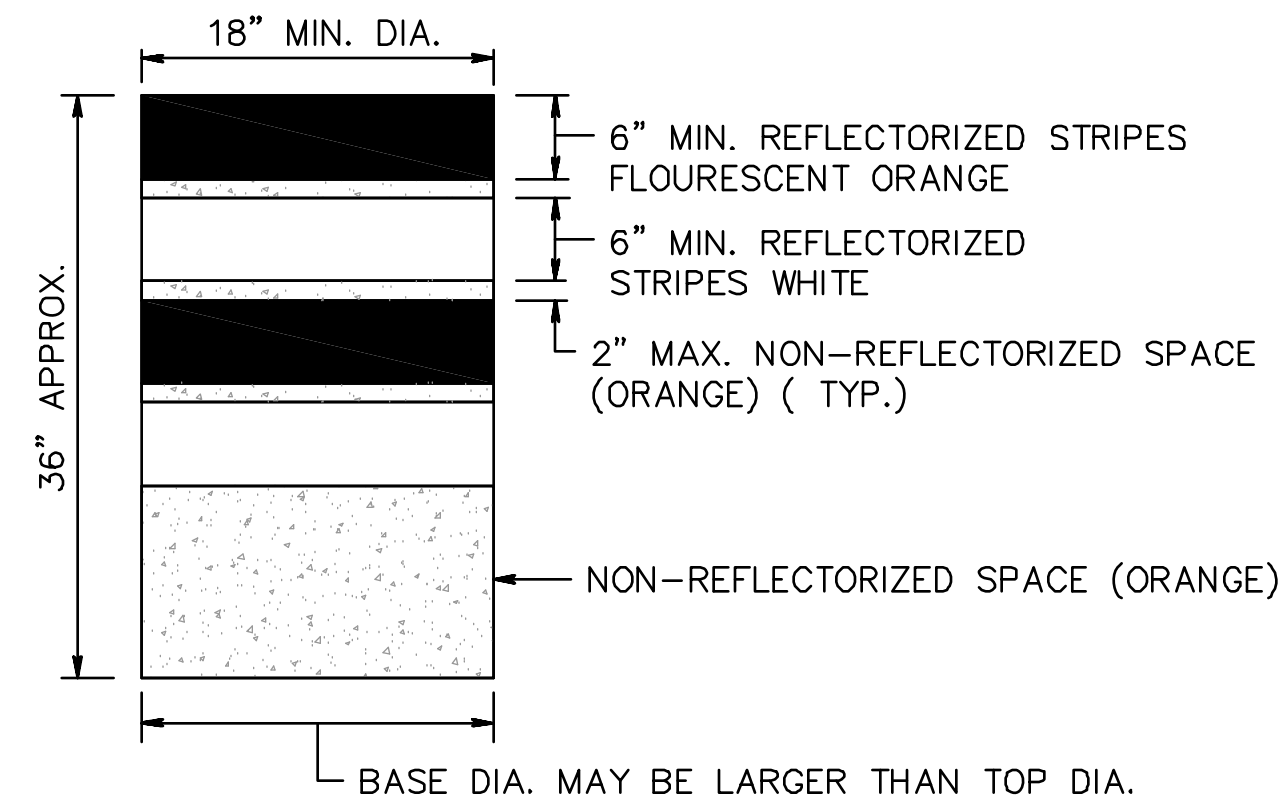
**SIGN FACES**

- SIGN FACES SHALL BE ASTM D 4956 TYPE VII OR VIII FLUORESCENT ORANGE SHEETING.

**FASTENING**

- ALL SIGNS SHALL BE SECURELY FASTENED TO THEIR SUPPORTS WITH BOLTS, NUTS AND WASHERS IN ACCORDANCE WITH THE SPECIFICATIONS.

DRUMS SHALL BE MADE OF ORANGE PLASTIC WITH A MINIMUM OF FOUR ALTERNATE FLUORESCENT ORANGE AND WHITE RETROREFLECTIVE STRIPES. IF THERE ARE NON-REFLECTORIZED SPACES BETWEEN THE STRIPES, THEY SHALL BE NO MORE THAN 2" WIDE. RETROREFLECTIVE SHEETING FOR STRIPES SHALL CONFORM WITH ASTM D 4956 TYPE VII OR VIII WITH S2 REQUIREMENTS. THE TOP OF THE DRUM SHALL NOT BE OPEN. DRUMS SHALL BE CONSTRUCTED TO INHIBIT ROLLING IF KNOCKED OVER. THE REFLECTORIZED AREA OF DRUMS SHALL BE ROUND EXCEPT THAT OTHER SHAPES, WHICH PROVIDE THE SAME VISIBILITY AS AN 18 INCH DIAMETER ROUND DRUM REGARDLESS OF ORIENTATION, MAY BE USED.



WHEN BALLAST IS REQUIRED BY THE R.E., SAND SHALL BE USED. THE MAXIMUM WEIGHT OF THE BALLAST SHALL BE 50 LBS. AND BE LOCATED APPROXIMATELY AT GROUND LEVEL. ALTERNATE TYPES OF BALLAST SHALL BE APPROVED BY THE R.E..

**DRUMS**

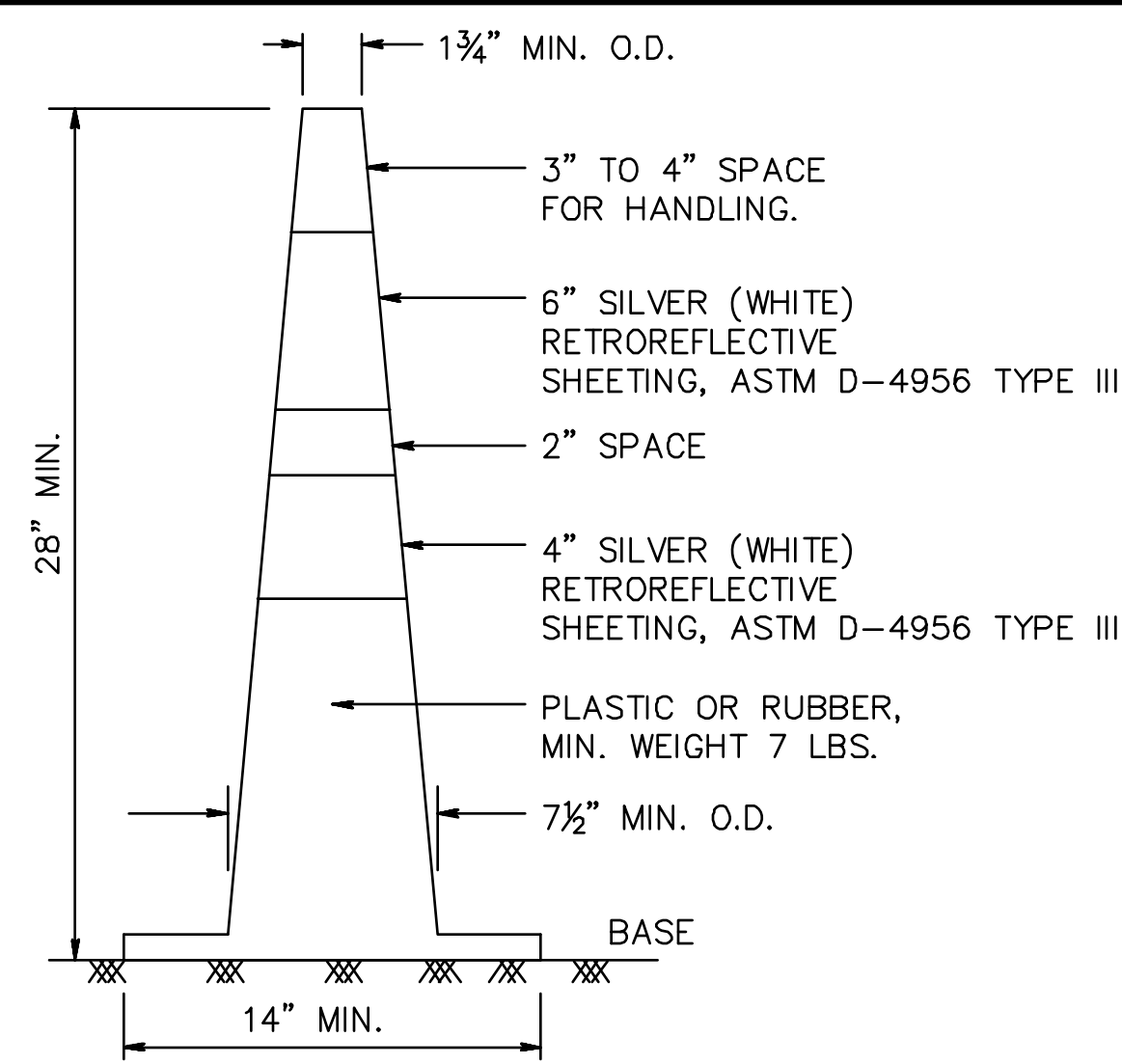
**NOTES:**

TRAFFIC CONES SHALL BE PREDOMINATELY ORANGE IN COLOR.

BASES MAY BE OF BREAKAWAY BALLASTED TYPE.

MINOR MANUFACTURER'S VARIATIONS MAY BE ACCEPTABLE UPON APPROVAL OF THE ENGINEER.

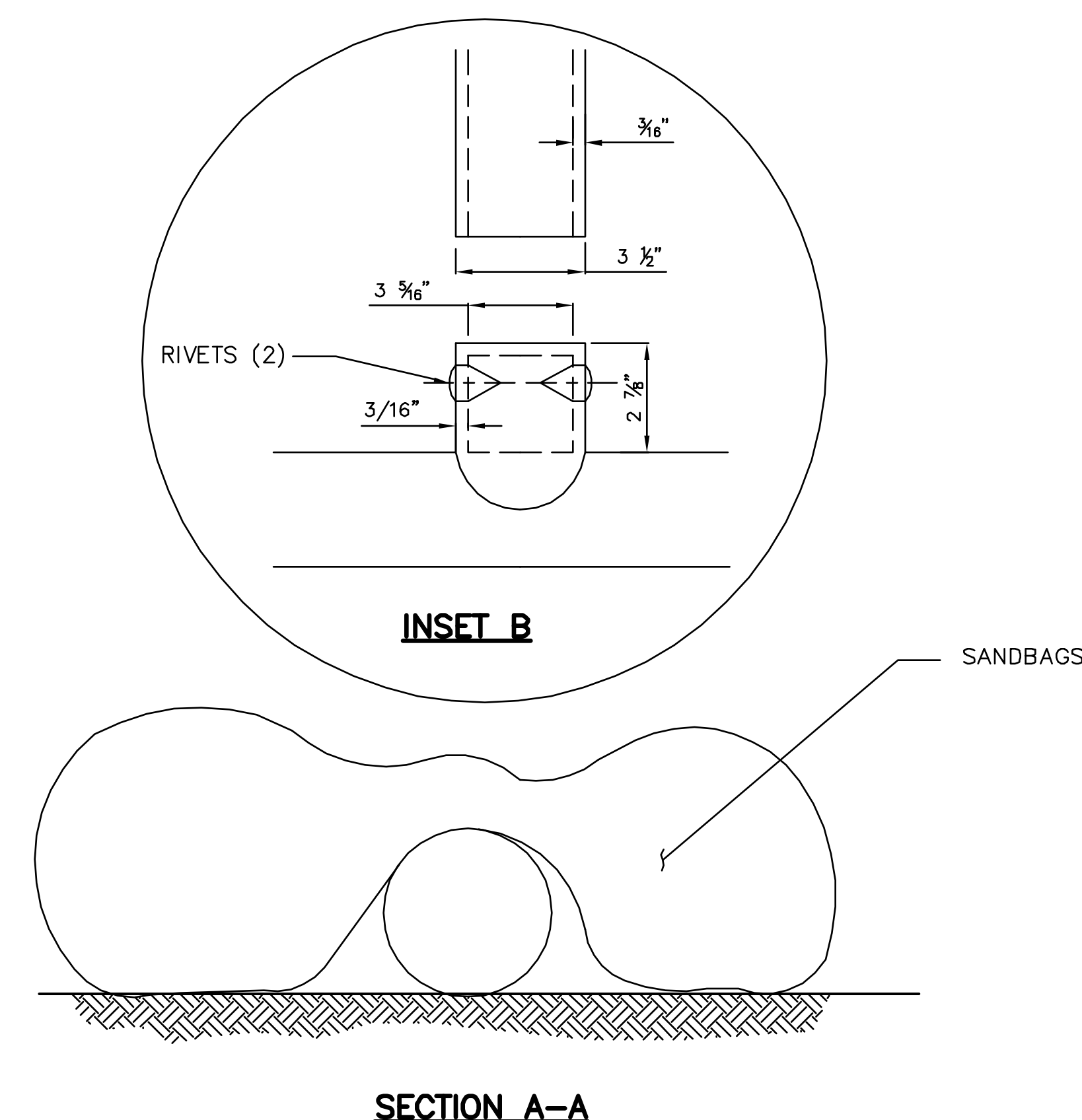
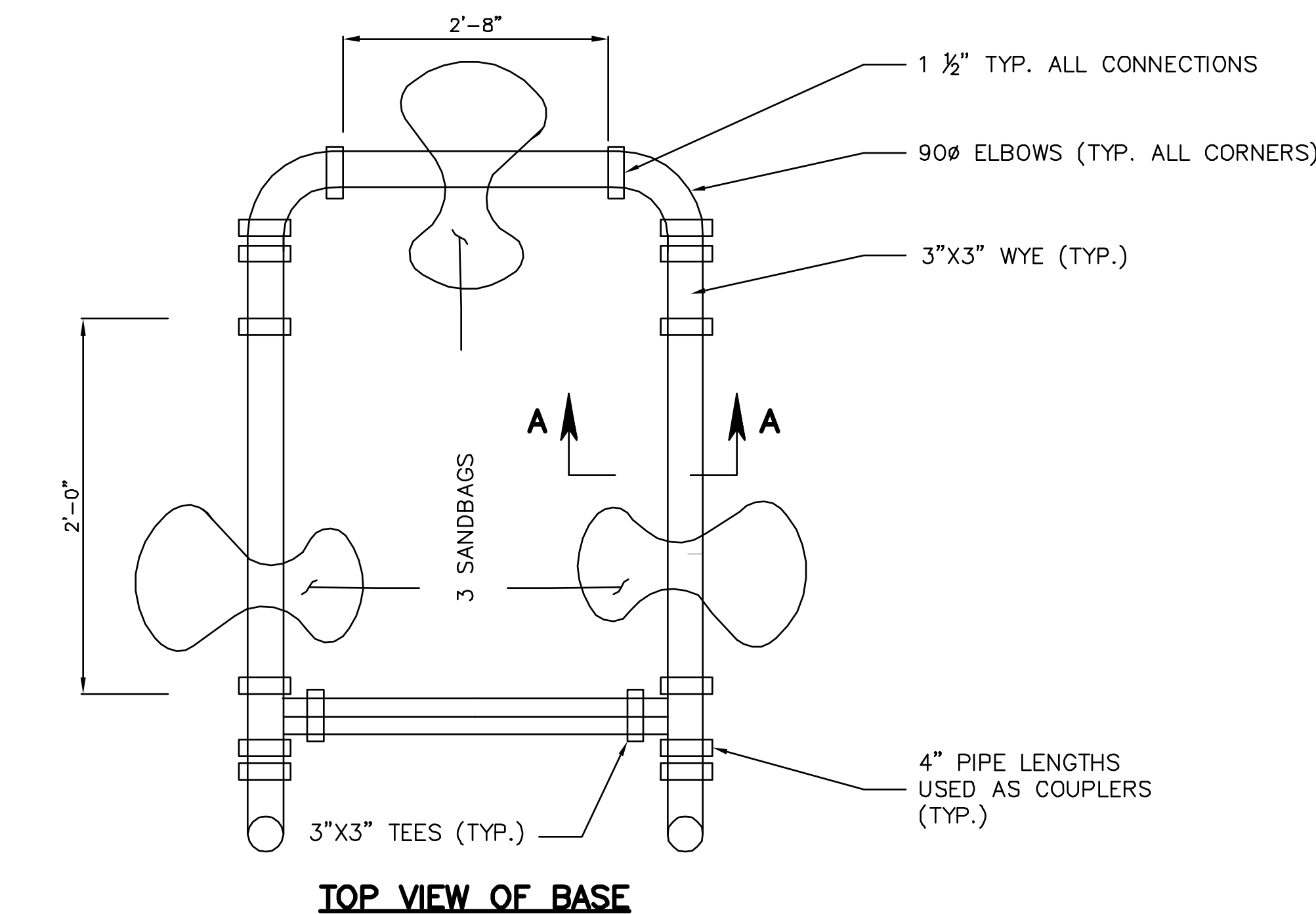
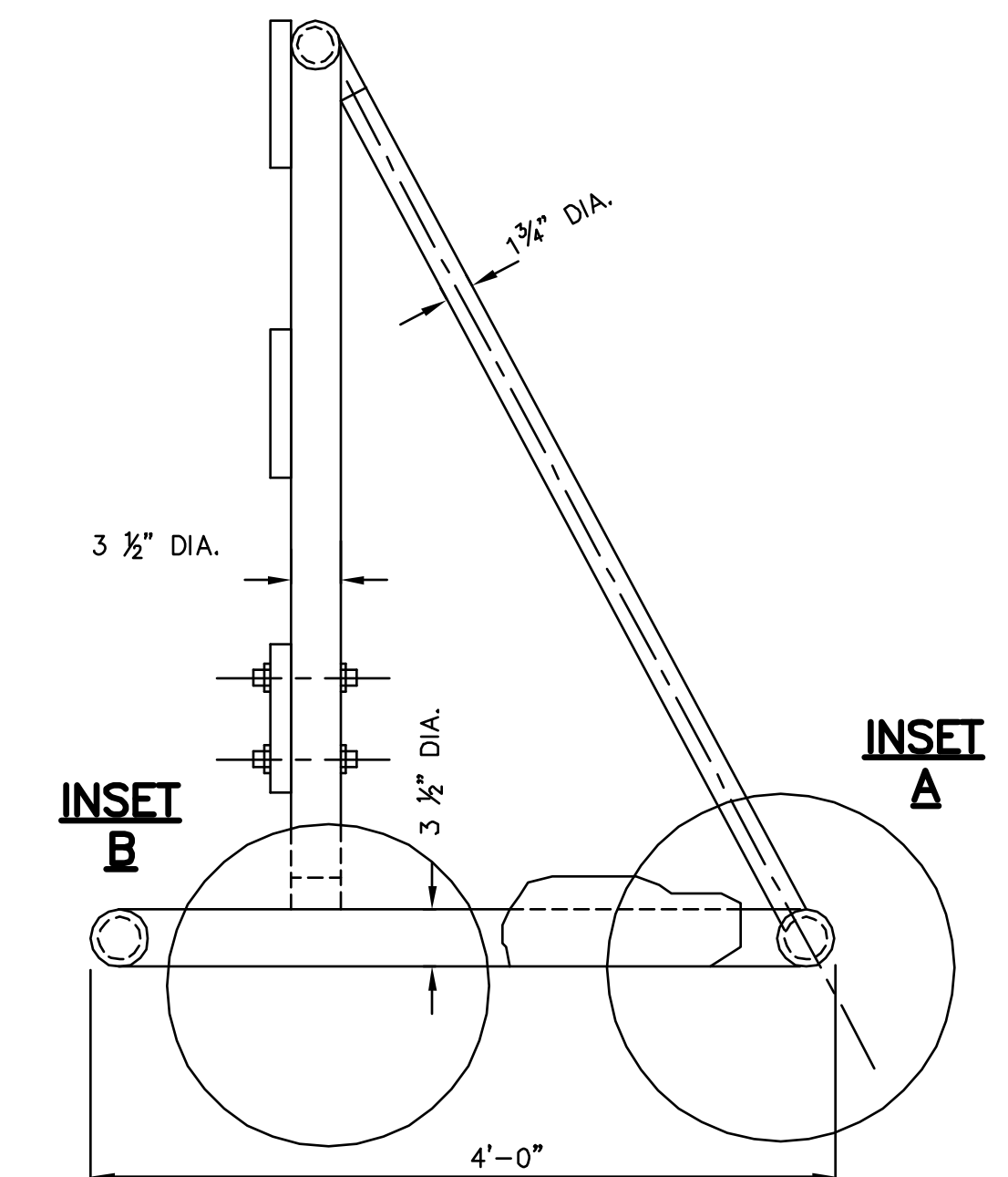
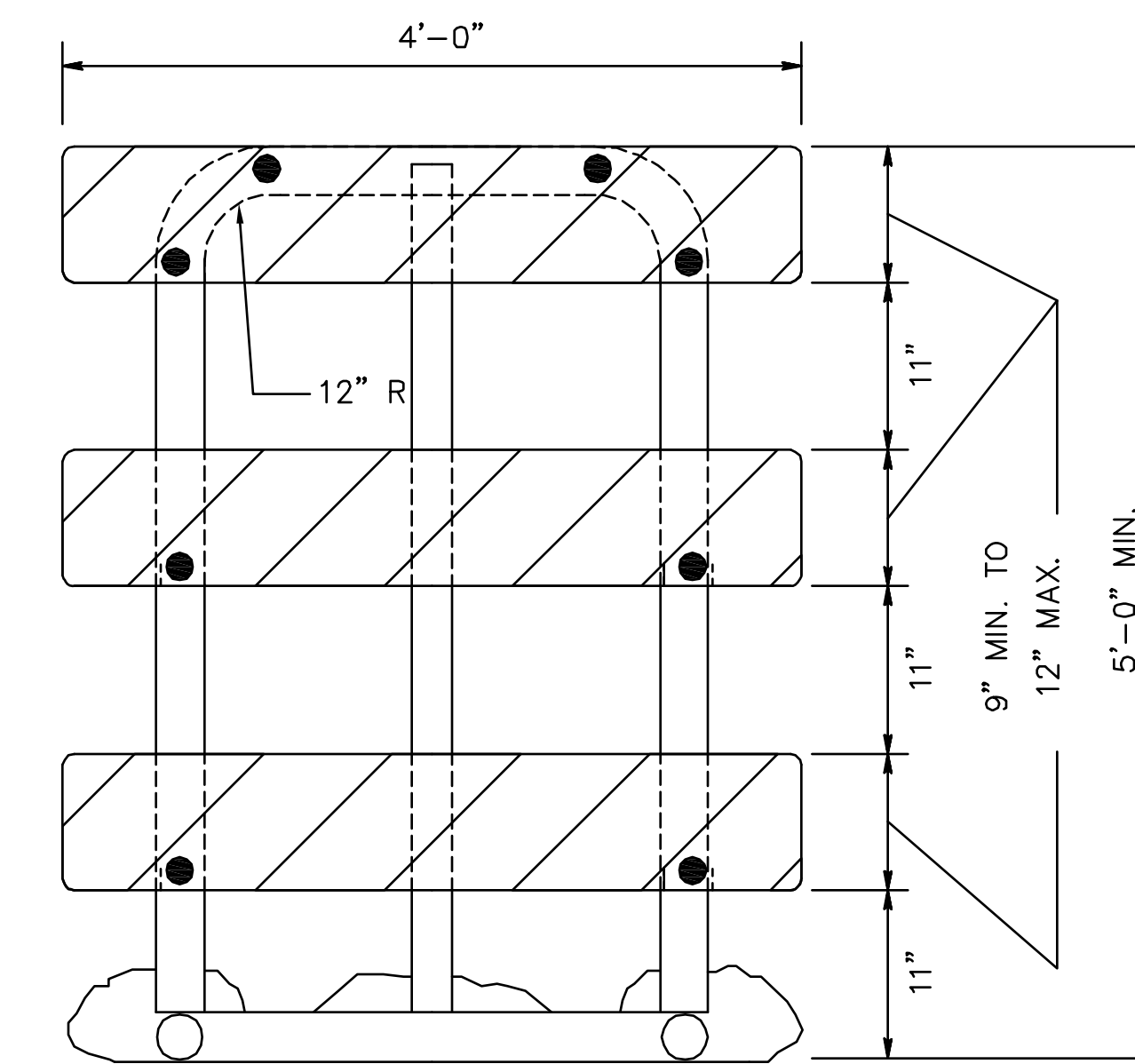
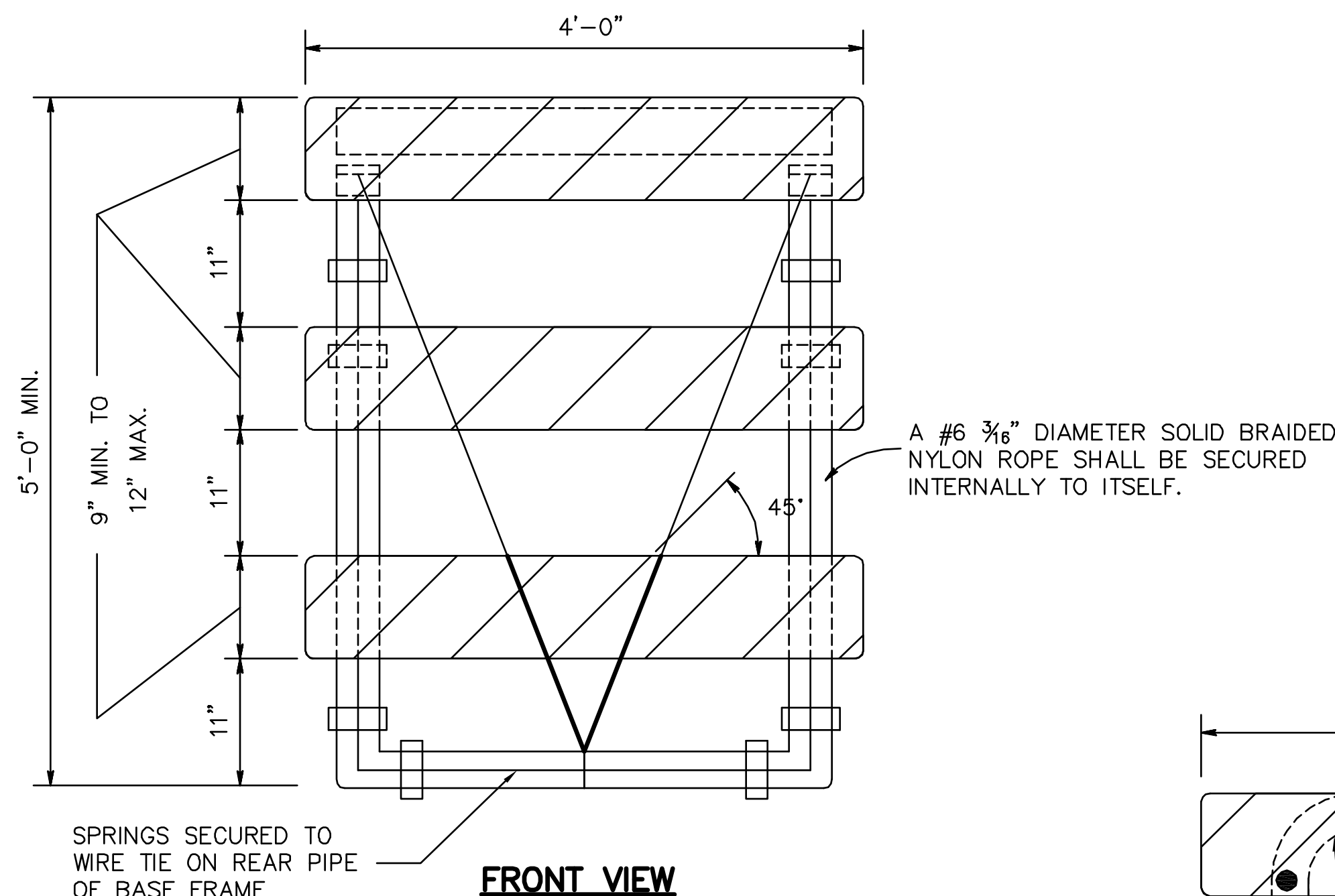
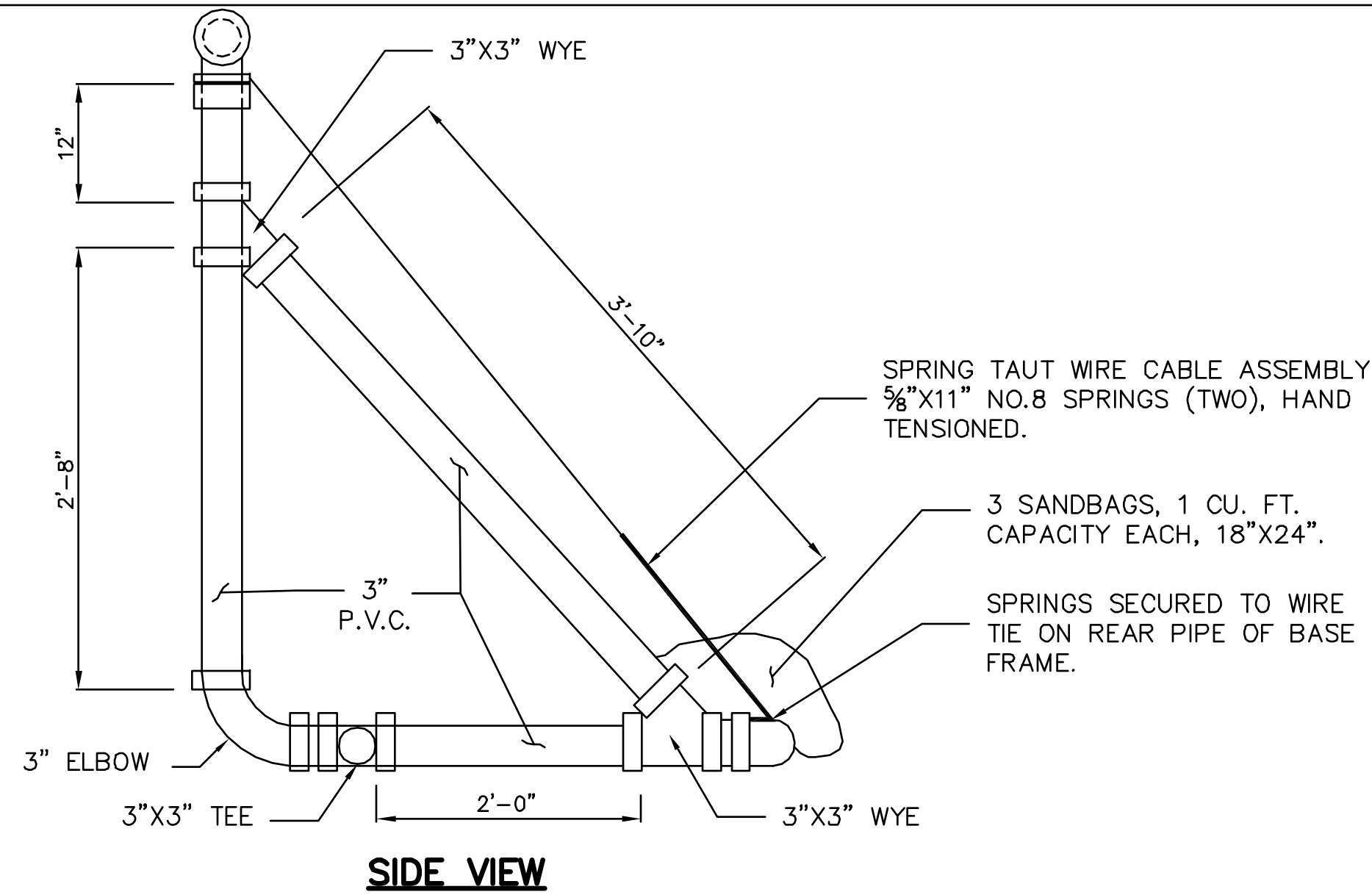
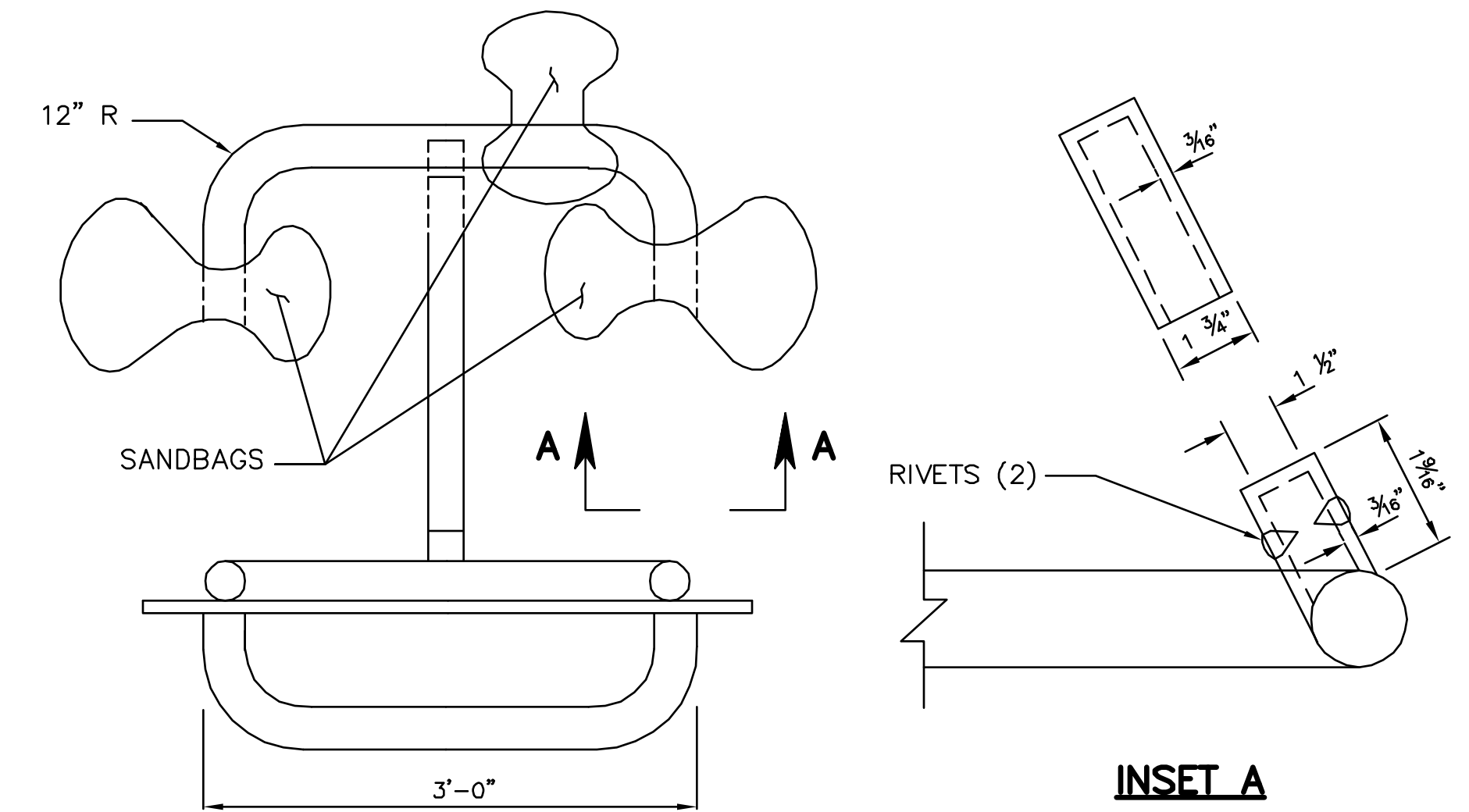
**TRAFFIC CONES**



**NOTES:**

1. THE 9" MIN. x 48", OR 12" MAX. x 48" BARRICADE RAILS SHALL BE FABRICATED FROM 0.125" MAX. PLASTIC SHEETING AND SHALL BE ATTACHED, 4 PER RAIL, WITH 1 INCH NO. 14 PAN HEAD METAL SCREWS OR PLASTIC RIVETS. ALL CORNERS SHALL BE ROUNDED.
2. ORANGE AND SILVER (WHITE) STRIPES SHALL BE RETROREFLECTIVE SHEETING, ASTM D 4956 TYPE III, AS SHOWN FOR CONSTRUCTION SIGNS. ALTERNATE ORANGE AND SILVER (WHITE) STRIPES 6" WIDE SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.
3. IF NECESSARY, THE SANDBAGS SHALL BE FABRICATED AND PLACED ACCORDING TO THE MANUFACTURE'S RECOMMENDATION.
4. THE FRAMING FOR BARRICADE PANELS SHALL BE NCHRP-350 CRASHED TESTED AND FHWA APPROVED.

**BREAKAWAY BARRICADES**



THE BASE AND UPRIGHT SHALL BE 3 1/2" DIA. ROTATIONALLY MOLDED POLYETHYLENE PLASTIC CONFORMING TO ASTM D 1248-II A3-A4. THE BRACE SHALL BE 1 3/4" DIA. EXTRUDED POLYETHYLENE PLASTIC CONFORMING TO ASTM D 1248-III A4. POLYETHYLENE PLASTIC SHALL BE WHITE AND SHALL BE ULTRAVIOLET LIGHT STABILIZED ASTM D746.

**TYPE III, PE**

REVISION	BY	CK'D	DATE
UNION COUNTY, DIVISION OF ENGINEERING			
<b>CONSTRUCTION DETAILS</b>			
<b>TRAFFIC CONTROL DEVICES</b>			
COUNTY OF UNION 2325 SOUTH AVENUE SCOTCH PLAINS, NJ 07076			SHEET NO. 62 OF 62



NJ Department of Transportation  
Division of Civil Rights & Affirmative Action

**DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM**

(To be completed by DBE/ESBE/SBE firm)

Project Name:		DP Number
Bidder/Prime Contractor:		
DBE/ESBE/SBE Firm:	Address:	Phone Number
Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible).		
<p>If either question is marked "No", the Bidder/Prime Contractor cannot receive regular dealer credit for the services provided by the DBE/ESBE/SBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE/ESBE/SBE firm receives for its services. Before executing this form, read the "Guide for Counting DBE/ESBE/SBE Suppliers" on page 2 which includes the official question and answer issued by the United States Department of Transportation.</p>		
<p align="right">Check one for each question</p> <p>1. Does your firm 'regularly' engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought? <span style="float:right;"><input type="radio"/> Yes <input type="radio"/> No</span></p> <p>2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction? <span style="float:right;"><input type="radio"/> Yes <input type="radio"/> No</span></p>		
<b>Authorized Representative of DBE/ESBE/SBE Firm</b>		
The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a package, broker, manufacturer representative, or other person who arranges or expedites transactions, the the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.		
_____		Date
Printed Name	_____	
_____		Phone Number
<b>Authorized Representative of Bidder/Prime Contractor</b>		
The undersigned individual hereby verifies the he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.		
<p><small>Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.</small></p>		
_____		Date
Printed Name	_____	
_____		Phone Number

## GUIDANCE FOR COUNTING DBE/ESBE/SBE REGULAR DEALER/SUPPLIERS

- The official question and answer (q and a) issued by the United States Department of Transportation on December 9, 2011 as institutional guidance relative to regular dealers poses two questions that must both be answered 'yes' in order for the DBE/ESBE/SBE firm to receive regular dealer credit for materials supplied on federally-assisted transportation projects.
- Following is the official q and a in italics:
  - *First, does the firm "regularly" engage in the purchase and sale or lease, to the general public in the usual course of its business, of products of the general character involved in the contract and for which DBE/ESBE/SBE credit is sought?*
    - *Answering this question involves attention to the activities of the business over time, both within and outside the context for the DBE/ESBE/SBE program.*
    - *The distinction to be drawn is between the regular sale or lease of the products in question and merely occasional or ad hoc involvement with them.*
    - *In answering this question, the New Jersey Department of Transportation will not insist that every single item the DBE/ESBE/SBE firm supplies be physically present in the firm's store, warehouse, etc. before it is sold to a contractor. However, the establishment in which the firm keeps items it sells to the general public should be more than a token location.*
    - *For example, a mere showroom, the existence of a hard-copy or on-line catalog, or the presence of small amounts of material that make questionable the ability of the firm to effectively supply quantities typically needed on a contract, are generally not sufficient to demonstrate that a firm regularly deals in the items.*
  - *Second, is the role the firm plays on the specific contract in question consistent with the regular sale or lease of the products in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?*
    - *For example, a firm that regularly stocks and sells Product X may, on a particular contract, simply communicate a prime contractor's order for Product Y to the manufacturer, acting in a transaction expeditor capacity.*
    - *This means that a firm that acts as a regular dealer on one contract does not necessarily act as a regular dealer on other contracts. For example, a firm that acts as a regular dealer on Contract #1 may act simply as a "transaction expeditor" or "broker" on Contract #2. It would receive DBE/ESBE/SBE credit for 60 percent of the value of the goods supplied on Contract #1 while only receiving DBE/ESBE/SBE credit for its fee or commission on Contract #2.*
    - *In some circumstances, items are "drop-shipped" directly from a manufacturer's facility to a job site, never being in the physical possession of or transported by a supplier. In many such cases, the supplier's role may involve nothing more than contacting the manufacturer and placing a job-specific order for an item that the manufacturer then causes to be transported to the job site.*
    - *In such a situation, the supplier's role may often be better described as that of a "broker" or "transaction expeditor" (see 26.55(e)(2)(ii)(C) than as a "regular dealer." In such a case, DBE/ESBE/SBE credit is limited to the fee or commission the firm receives for its services. If the firm does not prove any commercially useful function (i.e., it is simply inserted as an extra participant in a transaction, then no DBE/ESBE/SBE credit can be counted.*
- The Department proposes that primes submit the two questions to DBE/ESBE/SBEs in writing. If the DBE/ESBE/SBE firm answers 'yes' to both questions, then the written documentation would be taken into account in the Department's good faith effort determination in accordance with Section 26.53 of the federal DBE/ESBE/SBE regulation set forth in Title 49 Code of Federal Regulations Part 26.
- If it were later determined that the DBE/ESBE/SBE misrepresented itself or erroneously concluded that it was acting as a regular dealer, the Department would strongly consider this documentation in evaluating the actions of the prime and in determining whether the prime exercised reasonable due diligence by obtaining a written regular dealer confirmation from the DBE/ESBE/SBE even though it later turned out to be false.
- Participation would still have to be revised, but the Department will fully consider the written documentation in its good faith effort review.
- The Department reserves the right to address any misrepresentation by the DBE/ESBE/SBE firm or the prime consistent with the "Contract Special Provisions" and other requirements and procedures for determinations of whether a contractor has acted responsibly.





**New Jersey Department of Transportation  
Confirmation of DBE/ESBE/SBE Firm**

**TO BE COMPLETED BY DBE/ESBE/SBE FIRM**

Name of DBE/ESBE/SBE Firm: \_\_\_\_\_

DBE/ESBE/SBE Firm's Contact Information:

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

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

NJDOT Project Name: \_\_\_\_\_

\_\_\_\_\_

DP Number (provided by Bidder): \_\_\_\_\_

Bidder (Prime): \_\_\_\_\_

Proposed Start Date of DBE/ESBE/SBE Firm's Work: \_\_\_\_\_

Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime): \_\_\_\_\_

\_\_\_\_\_

Proposed DBE/ESBE/SBE Work Items, Including Item Descriptions

Please answer each question listed below	Yes	No
If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?	<input type="radio"/>	<input type="radio"/>
Are all of your employees carried on your firm's payroll?	<input type="radio"/>	<input type="radio"/>
Is your firm's equipment registered in your name?	<input type="radio"/>	<input type="radio"/>
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?	<input type="radio"/>	<input type="radio"/>
Will the equipment you use display your firm's name or logo?	<input type="radio"/>	<input type="radio"/>
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?	<input type="radio"/>	<input type="radio"/>
Are any of your firm's employees also working for the Bidder/Prime Contractor?	<input type="radio"/>	<input type="radio"/>
<b>For Truckers Only:</b> Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?	<input type="radio"/>	<input type="radio"/>
<b>For Suppliers Only:</b> Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?	<input type="radio"/>	<input type="radio"/>

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

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

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are willingly false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, \_\_\_\_\_ and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

## NEW JERSEY DEPARTMENT OF TRANSPORTATION DBE/ESBE/SBE TRUCKING VERIFICATION

This commitment is subject to the award and receipt of a signed contract from the New Jersey Department of Transportation for the subject project. Note that copies of all supporting documents must be attached.

Project Name:		
Bidder/Prime Contractor Name:		
Address:		County
Telephone Number:	E-mail Address:	DP Number:
Trucking Firm Name:		
Address:		Telephone Number:

The DBE/ESBE/SBE Trucking Firm will perform the following described work on the project:

Bid Items	Item Description	Unit	Unit Price	Quantity	Total	
			\$		\$	+
			\$		\$	-
			\$		\$	+
			\$		\$	-
			\$		\$	+
			\$		\$	-
<b>Total Commitment Amount (Amount of DBE/ESBE/SBE Subcontract):</b>						
<b>\$</b>						

Location(s) material will be transported: \_\_\_\_\_

Total number of fully operational DBE/ESBE/SBE owned trucks to be used on contract: \_\_\_\_\_

First Tier DBE/ESBE/SBE Trucking Firm			
Number of trucks owned: _____			
Specify ALL Vehicle information:			
Vehicle Identification Number (VIN)	Year	Make	Model

If owner/operator or additional trucking firms are to be used, provide the following information:			
Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a DBE/ESBE/SBE: \_\_\_\_\_

*Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.  
(Note: Subcontracting if different from leasing as it relates to trucking.)*

DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Total number of fully operational trucks to be leased from a non-DBE/ESBE/SBE: \_\_\_\_\_

*Copies of lease agreements for each trucking firm must be submitted to NJDOT if the contract is awarded.  
(Note: Subcontracting if different from leasing as it relates to trucking.)*

NON-DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Under 49C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

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

First Tier DBE/ESBE/SBE Signature: \_\_\_\_\_

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

## **DBE/ESBE/SBE TRUCKING VERIFICATION**

**The attached DBE/ESBE/SBE Trucking Firm Verification Form must be completed and signed by the 1<sup>st</sup> Tier DBE/ESBE/SBE.**

**Make duplicate copies for additional subcontractors as needed.**

- DBE/ESBE/SBE's must provide information for all DBE/ESBE/SBE & Non-DBE/ESBE/SBE trucking firms that it will contract or lease from.
  - Subcontracting to a Non-DBE/ESBE/SBE trucker means that the Non-DBE/ESBE/SBE will perform a portion of the DBE/ESBE/SBE firm's subcontract.
  - 2nd Tier DBE/ESBE/SBE trucking firms must perform 100% of their total subcontract value.
- For Non-DBE/ESBE/SBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
  - All DBE/E-leased trucks are required to reflect the DBE/ESBE/SBE firm's company name and identification number.

**Copies of the following items must be attached for ALL trucks owned by the DBE/ESBE/SBE:**

- Proof of ownership: title(s) or finance agreement(s)
- Registration card(s)
- Insurance card(s)
- Hazardous waste license(s), if applicable
- Apportioned cab card(s), if applicable

**Copies of the following items must be attached for all DBE/ESBE/SBE and non-DBE/ESBE/SBE trucks leased by the DBE/ESBE/SBE:**

- Lease agreement(s)
- Title(s)
- Registration card(s)
- Insurance card(s)
- Hazardous waste license(s), if applicable
- Apportioned cab card(s), if applicable

