

# **COUNTY OF UNION**

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

BOARD OF COUNTY COMMISSIONERS	DATE:	June 9, 2022	
REBECCA WILLIAMS Chair	FROM:	Ricardo S. Matias, PE, CME, CFM 😡	
CHRISTOPHER HUDAK Vice Chair	TO:	All Potential Bidders	
JAMES E. BAKER, JR.	10.	An I otential Dirucis	
DR. ANGELA R. GARRETSON	RE:	<b>CLARIFICATION 2</b>	
SERGIO GRANADOS		Azalea Garden in Warinanco Park	
BETTE JANE KOWALSKI		Borough of Roselle, County of Union, New Jersey BA#19-2022;	
LOURDES M. LEON		Union County Engineering Project# 2018-041	
ALEXANDER MIRABELLA			
KIMBERLY PALMIERI-MOUDED			
		e below responses to questions received for the above referenced	
EDWARD T. OATMAN County Manager	project.		
AMY CRISP WAGNER Deputy County Manager	<b>Question 1:</b> For the planting list you have 19 different types of Azaleas. For example: If one contractor bids the project using all 19 types or close to it, and		
BRUCE H. BERGEN, ESQ. County Counsel	another contractor bids using far lesser types, how will it be determined whose bid is most compliant?		
JAMES E. PELLETTIERE Clerk of the Board	Answer 1: A	All bids must use the species specified on the construction plans.	
RICARDO S. MATIAS PE, CME, CFM County Engineer Director, Division of Engineering	<b>Question 2:</b> For Item 12 Topsoil Spreading 5" Thick. It says: Separate payment will not be made for Borrow Topsoil but the cost shall be included in the pay item "Earthwork". Can you clarify what that means, and also clarify if this line item is to include providing topsoil at a quantity of 5" thick (Include materials)		
Director, Division of Engineering	<b>Answer 2:</b> Per NJDOT specifications, the item "Topsoil Spreading, 5" Thick" is only for the spreading of the topsoil, not the topsoil material.		
	Question 3:	For Item 5, you did not clarify the thickness. Can you please clarify.	
	Answer 3: 1 thickness of	Item 5, Premium Longleaf Pine Straw Mulching, shall be applied at a 3 inches.	

Scotch Plains, NJ 07076 (908)789-3675 fax(908)789-3674 We're Connected to You!



# COUNTY OF UNION

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

BOARD OF COUNTY COMMISSIONERS	DATE:	May 26, 2022
REBECCA WILLIAMS Chair	FROM:	Ricardo S. Matias, PE, CME, CFM 🛞
CHRISTOPHER HUDAK Vice Chair James E. Baker, Jr.	то:	All Potential Bidders
Dr. Angela R. Garretson Sergio Granados	RE:	<u>CLARIFICATION 1</u> Azalea Garden in Warinanco Park
BETTE JANE KOWALSKI		Borough of Roselle, County of Union, New Jersey BA#19-2022;
LOURDES M. LEON		Union County Engineering Project# 2018-041
ALEXANDER MIRABELLA		
KIMBERLY PALMIERI-MOUDED		

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 Please see the below responses to questions received for the above referenced project.

**Question 1:** Please confirm that the unit is Square Yards and the Contract Quantity is indeed 12,660 Square Yards for the Premium Longleaf Pine Straw Mulching.

**Answer 1:** Yes, the quantity is correct. The intent is to install it everywhere we have plantings. We spec'd it for this project to help with the pH of the soil and help optimize azalea growth.

**Question 2:** Please clarify what signs are represented by Item No 9 (Regulatory and Warning Signs)? Are these supposed to be the ADA signs and if so why are they listed as square footage and not qty? We count 4 ADA signs all together. Please advise.

**Answer 1:** Yes, they are the ADA route signs- please refer to the Site Plan (Sheet 6) for their location and arrow type. Per NJDOT standard specifications, Regulatory and Warning Signs are paid on a square foot basis.

**DIVISION OF ENGINEERING** 

# S P E C IF IC A T IO N S

## FOR

Azalea Garden in Warin anco Park

# Borough of Roselle,

County of Union, New Jersey BA#19-2022; UNION COUNTY ENGINEERING PROJECT #2018-041

#### MAY 2022

#### UNION COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca L. Williams, Chairman Christopher Hudak, Vice Chair James E. Baker, Jr., Commissioner Dr. Angela R. Garretson, Commissioner Sergio Granados, Commissioner Bette Jane Kowalski, Commissioner Lourdes M. Leon, Commissioner Alexander Mirabella, Commissioner Kimberly Palmieri-Mouded, Commissioner

> **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

Ricardo Matias, PE, CME, CFM

Prepared by: Remington & Vernick Engineers 2059 Springdale Road Cherry Hill, New Jersey 08003

#### 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 June 14, 2022, 10:30 a.m., prevailing time, in the 3<sup>rd</sup> Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

#### Azalea Garden in Warinanco Park Borough of Roselle, County of Union, New Jersey BA#19-2022; UNION COUNTY ENGINEERING PROJECT #2018-041

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

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

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

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

#### MICHELE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

# UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

# We're Connected to You!

NB-1

#### Azalea Garden in Warinanco Park Borough of Roselle, County of Union, New Jersey BA#19-2022; UNION COUNTY ENGINEERING PROJECT #2018-041

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Acknowledgement of Addendum **Contractor Business Registration Certificate** Affirmative Action Requirement **Experience Statement** Certificate of Bidder Showing Ability to Perform Contract Non-Collusion Affidavit Contractor Registration Advisement Americans with Disabilities Act Statement of Bidder's Qualifications Contractor Performance Record Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders Prior Negative Experience Questionnaire-Certification Contractor's Certification of Compliance - New Jersey Prevailing Wage Act Uncompleted Contracts Affidavit Certificate of Insurance Statement Collection of Use Tax on Sales to Local Governments Statement Time of Completion Disclosure of Investment Activities in Iran Federal Non-Debarment Certification Byrd Anti-Lobbying Amendment Certification Certification regarding lobbying Disclosure of lobbying activities (LLL Form)

#### **STANDARD SPECIFICATION FORM - SS-1**

#### NEW JERSEY PREVAILING WAGE DETERMINATION DOCUMENTS

#### PROJECT TECHNICAL SPECIFICATIONS

#### 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

#### 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

TITLE OF PROJECT: Azalea Garden in Warinanco Park Borough of Roselle, County of Union, New Jersey BA#19-2022; UNION COUNTY ENGINEERING PROJECT #2018-041

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: Remington & Vernick Engineers

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

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

#### **GENERAL SPECIFICATIONS**

G-1 Revised: 2022.01.03

#### 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.

<u>Bids will be accepted only on the Bid Form supplied. Bids on forms other than the</u> <u>original supplied herein will be rejected</u>. 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.

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

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

Refer to Bid Document Submission Checklist for all required documents.

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

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

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

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

The County reserves the right to reject any or all bids and also reserves the right to waive any 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** <u>or</u> an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to 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 <u>ucbids@ucnj.org</u> 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, 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**

G-6 Revised: 2022.01.03 The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

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

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

G-18 Revised: 2022.01.03 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

#### <u>N.J.S.A.</u> 10:5-31 et seq. (P.L.1975, c.127)

#### <u>N.J.A.C.</u> 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

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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 <u>N.J.S.A.</u> 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 <u>N.J.A.C.</u> 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 <u>N.J.S.A.</u> 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

G-22 Revised: 2022.01.03 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:

(l) 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 <u>N.J.A.C.</u> 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

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

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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 <u>N.J.A.C.</u> 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 allunderground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call.** In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

## 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.
- 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 (I) 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. <u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES,</u> <u>WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA</u> <u>FIRMS</u>

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 EPAdesignated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-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.
- 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

- 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 disgualified (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 bv 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 appropriat

### 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.

#### 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 <u>BOTH</u> of the following documents:

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

- Subcontractor Identification Certification
- Acknowledgement of Addendum form: (This form is to be used only when an addendum has been added to the specifications).

A copy of the State of New Jersey Department of the Treasury, Division of Revenue, Business Registration Certificate ("BRC") 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.

#### **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

#### Azalea Garden in Warinanco Park Borough of Roselle, County of Union, New Jersey BA#19-2022; UNION COUNTY ENGINEERING PROJECT #2018-041

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	CLEARING SITE	LS	1	\$	\$
2	EARTHWORK	LS	1	\$	\$
3	DENSE GRADED AGGREGATE, 4" THICK	SY	2030	\$	\$
4	CONCRETE PAD, REINFORCED, 6" THICK	SY	35	\$	\$
5	PREMIUM LONGLEAF PINE STRAW MULCHING	SY	12660	\$	\$
6	PARK SIGN	UN	1	\$	\$
7	BENCH	UN	6	\$	\$
8	TREE IDENTIFICATION SIGNS WITH QR CODE	UN	20	\$	\$
9	REGULATORY AND WARNING SIGN	SF	10	\$	\$
10	LANDSCAPING	LS	1	\$	\$
11	2" LEAF LITTER/COMPOST, TYPE D	SY	12660	\$	\$
12	TOPSOIL SPREADING, 5" THICK	SY	3915	\$	\$
13	SODDING	SY	775	\$	\$
14	FERTILIZING & SEEDING, TYPE A-3	SY	3140	\$	\$
15	IRRIGATION	LS	1	\$	\$

B - 5

TOTAL BASE BID AMOUNT:

Written

# BID CONTINGENCY: \$50,000.00

Fifty Thousand Dollars and no cents Written

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

Written

Figures

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

\$50,000.00

Figures

Figures

#### CONSENT OF SURETY TO ACCOMPANY PROPOSAL (BID)

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

NOTE:	NAME OF INSURANCE COMPANY
Expiration date Needed if Annual	ADDRESS:
Surety	

ORIGINAL SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

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

#### **BIDDER SIGNATURE PAGE**

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

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

NAME OF BIDDER

ADDRESS OF BIDDER

ORIGINAL SIGNATURE CORPORATE SECRETARY

PRINT NAME AND TITLE CORPORATE SECRETARY

TEL:	
FAX:	
E-Mail:	

BY:

Corporate Seal

**ORIGINAL SIGNATURE** 

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:
$\underline{Part} I$ 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)
Partnership Limited Partnership Limited Liability Partnership (LLP)
Other (be specific):
<u>Part II</u>

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):

Home Address (for Individuals) or Business Address		

# <u>Part III</u> 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 <u>N.J.S.A.</u> 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:	
Specific Scope of Work Subcontracted:	

License No.

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

(Continued on following page)

#### SUBCONTRACTOR IDENTIFICATION CERTIFICATION

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

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

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

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

Witness

Date

NAME OF BIDDER

ADDRESS

By:

ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

#### ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

(Name of Construction /Public Works Project)

(Project or Bid Number)

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

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

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER:	
ORIGINAL SIGNATURE:	
PRINTED NAME AND TITLE:	
DATE:	

#### **CONTRACTOR BUSINESS REGISTRATION CERTIFICATE**

New Mandatory Requirement - Effective 1/18/2010

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

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

Proof of business registration shall be

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

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730. Note: A NJ Certificate of Authority is 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 <u>registered</u> prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

#### IN ADDITION:

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

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

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

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

#### **BUSINESS REGISTRATION**

Pursuant to <u>N.J.S.A.</u> 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 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 <u>N.J.S.A.</u> 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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.

STA BUSINESS R	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE OR STATE AGENCY AND CASINO SERVICE CONTRACTORS		BU	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE			
TAXPAYER NAME:	TRADE NAME	TREATOR & J INSTAULO	Taxpayer Name: Trade Name:	TAX REG TEST ACCOUNT			
TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION#: 970-097-382/500	CLIENT REGISTRATIO		Address:	847 ROEBLING AVE TRENTON, NJ 08611			
ADDRESS:	ISSUANCE DATE:		Certificate Number:	1093907			
BAT ROEBLING AVE TRENTON NJ 00011 EFFECTIVE DATE:	OTIGON ON STUD	4	Date of Issuance:	October 14, 2004			
01/01/01	And Distance		For Office Use Only:				
FORM-BRC(08:01) This Convenient NOT	assignable or transferable. It must be complexed	a) enginees at above address.	20041014112823533				

ATTACH BRC HERE B - 14

### AFFIRMATIVE ACTION REQUIREMENT

#### **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

#### **EXPERIENCE STATEMENT**

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

NAME OF BIDDER
ADDRESS
ORIGINAL SIGNATURE ONLY

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

#### CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY /		)
COUNTY OF	Specify, if Other )	) SS:
I,		, of the (City, Town, Borough, etc.) of
State of	, of full age, being d	luly 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 ("Contractor'), ar	nd that I executed said proposal with full authority to do so; and
that said Contractor, pursuant to N	I.J.S.A. 40A:11-20, certifi	fies that it owns, leases or controls all the necessary equipmen
required by the Plans, Specification	ns and Advertisements u	under this Bids are asked for.

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

(Also type or print name of affiant under signature)

Ву:\_\_\_\_\_

# NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)

JIATE OF		
STATE OF		
I, of the City of of the firm of named project, and that I executed the said propose with full authority to do so; that said bidder has not collusion, or otherwise taken any action in restrain project; and that all statements contained in said p knowledge that the COUNTY OF UNION, NEW JE proposal and in the statements contained in the af	, the bidde sal for the above named project, ar , directly or indirectly, entered into c of free, competitive bidding in cor roposal and in this Affidavit are tru RSEY relies upon the truth of the	er making the proposal for the above and that I executed the said proposal any agreement, participation in any nection with the above named e and correct, and made with full statements contained in said
I further warrant that no person or selling agency h an agreement or understanding for a commission, or bonafide established commercial or selling ager	percentage, brokerage or continge	ent fee, except bona fide employees
	NAME OF	BIDDER
	ORIGINAL	SIGNATURE ONLY
	NOTE: The person who s for the bidder should sign	igned the bidder signature page this form also.
Subscribed and sworn to before me		
	, 20	
this day of (Seal) Notary Public of New Jersey/		

#### **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 pu

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

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

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

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

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

Name	(Please)	print or type)	
	(1 10400		

Signature

#### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. <u>This statement must be notarized</u>. 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.		
0.	(When Organized)	
4.	(If a Corporation, where incorporated)	
5.	Number of years your organization has been engaged in construction or contracting business under trade name?	er present firm or
6.	How many years of experience in construction work has your organization had (a) as a general co (b) As a subcontractor?	ntractor? And/or
7.	Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the approp completion)	riate dates of
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	d 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. Experience in the construction work similar in importance to this Project. 13. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five 14. (5) years? . If so, list prior classification. 15. Background and experience of the principal members of your organization, including the officers. Yrs. of Individual's Name Present Magnitude & In What Position Construction Type of Work Capacity or Office Experience

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	
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\_\_.

# AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY /		_)	
	Specify, if Other	) SS:	
COUNTY OF		_)	
1		of the (City, Town, Derough, etc.) of	
State of	_, of full age, being duly sw	_, of the (City, Town, Borough, etc.) of /orn according to law on my oath depose a	and say that:
not at the time of the making this bid i	included on the New Jersey	, the said Proposal with full authority to do so. / State Treasurer's or the Federal Govern n taken by any State or Federal Agency.	
		Name of Contractor	
	By: (Signature o	f 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.

### 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?

	yesno If yes, please provide full, detailed explanation.	
2.	Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to services of another contractor to provide the goods or perform the services or to correct or complete	
	yesno If yes, please provide full, detailed explanation.	
	Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to surety for completion of the contract or tender of the costs of completion?	o look to your
	yesno If yes, please provide full, detailed explanation.	
1.	Within the past ten (10) years, have you been debarred or suspended from contracting with any of department of the executive branch of the State of New Jersey at the time of the contract award, was based on failure to perform a contact for goods or services with a public entity?	
	yesno If yes, please provide full, detailed explanation.	

# PRIOR NEGATIVE EXPERIENCE CERTIFICATION

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

Name of Contractor

By\_\_\_\_

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

Subscribed and sworn to before me

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

(Seal) Notary Public of New Jersey/\_\_\_\_

Specify Other State

\_\_\_\_\_

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

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

# TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

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

CONTRACT:

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

PROJECT:

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

### **COUNTY OF UNION**

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

CONTRACTOR: ADDRESS:

BY:

ORIGINAL SIGNATURE ONLY

#### STATE OF NEW JERSEY COUNTY OF

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

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

# 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 <u>prior</u> to the issuance of the Notice to Proceed.

BIDDER (Signature)

BIDDER (Print Name)

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

# **COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT**

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

BIDDER (Signature)

BIDDER (Print Name)

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

# TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **sixty (60) calendar days** from the date of the notice to proceed.

I, NAME (Print or type)	of COMPANY	
Agree to complete work in the time fram	ne specified	SIGNATURE
SITE VISIT – GENERAL CONTRACTO	DR	
I, NAME (Print or type)	_of COMPANY	
Visited the site of the work on		SIGNATURE

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

Solicitati	ion Numbe	er: Vendor/Bidder:
		PART 1
		CERTIFICATION VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE
certification Jersey, Downson,	on below to epartment o t <u>http://www</u> fication will of the law, s	aw 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 a 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 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 <u>v.state.nj.us/treasury/pdf/Chapter25List.pdf</u> . Vendors/Bidders <b>must</b> review this list prior to completing the below certification. <b>Failure to complete</b> <b>render a Vendor's/Bidder's proposal non-responsive.</b> If the Director of the Division of Purchase and Property finds a person or entity to be in /he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, declaring the party in default and seeking debarment or suspension of the party.
		CHECK THE APPROPRIATE BOX
□ A OR	Α.	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.
В	3.	I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non- responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.
		PART 2 PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN 'B'' above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, nt activities in Iran by completing the information below.
ENTITY	NAME:	

#### 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 <u>continuing obligation</u> 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 <u>criminal prosecution</u> under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Revised 10/19/17

STANDARD BID DOCUMENT REFERENCE		
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION	
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

<u>N.J.S.A</u>. 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.

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

□ 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): \_\_\_\_\_

### PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization

I hereby certify that the **individual or organization listed above in Part I** 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.

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)				
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.			
Name of Individual or Organization				
Home Address (for Individual) or Business Address				
	OR			
	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.			
Section B (	Skip if no Business entity is listed in Section A above)			
	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.			
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity				
Home Address (for Individual) or Business Address				
OR				

	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
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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:	

Section A         Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case r be.         Name of Business Entity       Business Address			
<ul> <li>listed in Part I owns more than 50 percent of voting stock, or of the partnership in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case r be.</li> </ul>			Section A
Name of Business Entity Business Address	•	<b>listed in Part I</b> owns mo in which the <b>Organizat</b> therein, or of the limite <b>listed above in Part I</b> o	ore than 50 percent of voting stock, or of the partnership(s ion listed in Part I owns more than 50 percent interest ed liability company or companies in which the Organizatio
	Nam	e of Business Entity	Business Address

**Add additional she	eets if necessary**
	OR
	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.

See	Section B (skip if no business entities are listed in Section A of Part IV)						
	III A owns greater than 50 p	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).					
	Entity Controlled by Entity ection A of Part IV		Bus	iness Address			
**Add additional Sho	eets if necessary**						
OR							
	No entity listed in Part III A owns greater than 50 percent of the voting stock in an corporation or owns greater than 50 percent interest in any partnership or limited liability company.						
Section C – Part IV Certification							
I hereby certify that the <b>Organization listed above in Part I</b> 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:				

Signature:	C	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

Name and Title of Contractor's Authorized Representative

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: \_\_\_\_\_

CERTIFIED BY: (type or print)

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

(signature)

(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

			1		
1. Type of Federal Action:	2. Status of Federal	al Action: 3. Report Type:			
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offe b. Initial av c. Post-aw		a. initial filing         b. material change         For Material Change Only:         year         quarter         date of last report		
4. Name and Address of Reporting Entity			tity in NO.4 is a Subawardee, enter Name		
Prime Subawa	ardee <i>,if known:</i>	and Address of Pri	m:		
Congressional District, if known:	,ŋ ĸnown.	Congressional Dist	<b>rict,</b> if known:		
6. Federal Department/Agency:		7. Federal Program	n Name/Description:		
8. Federal Action Number, if known:		CDFA NUMBER, if applicable 9. Award Amount, <i>if known:</i>			
		\$			
<b>10. a. Name and address of Lobbying Re</b> ( <i>if individual, last name, first name</i>	-		<b>Forming Services</b> (including address if 0a) (las name, first name, MI):		
<b>11.</b> Information request through this form 31 U.S.C. Section 1352. This disclosure of a material representation of fact upon which by the tier above when this transaction was This disclosure is required pursuant to 3 information will be available for public in who fails to file the required disclosure shalpenalty of not less than \$10,000 and not me each such failure.	lobbying activities is h reliance was placed made or entered into. 1 U.S.C. 1352. This spection. Any person ll be subject to a civil	Print Name: Title: Telephone NO.:			
Federal Use Only:			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 of 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:

$\mathbf{W} = $ Wage Rate per Hour	$\mathbf{B} = Fringe Benefit Rate per Hour^*$	$\mathbf{T} = \text{Total Rate per Hour}$

\* 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 <u>wage</u> rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice <u>benefit</u> rate is the full journeyman benefit rate, unless otherwise indicated.

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

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

#### **Comments/Notes**

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

#### **Public Works Contractor Registration**

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

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

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

#### **Snow Plowing**

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

#### **County - UNION**

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

#### PREVAILING WAGE RATE

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

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

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	)D AND RAT	ES					
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.

#### **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		PERIC	DD AND RAT	ES					
1000 Hours	65%	70%	75%	80%	85%	90%	95%		
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, hoilday or any other circumstances beyond the employer's control.

#### OVERTIME:

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

- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.

- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through 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.

### **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.

#### **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.

#### **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										
6 Months	40%	50%	55%	60%	65%	70%	75%	80%				
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. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

- Saturday may be used as a make-up day for hours lost to inclement weather.

- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

### **County - UNION**

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

#### **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 Rate	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.

#### **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 Rate	for all	intervals	+ \$0.46				

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

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

#### Craft: Carpenter - Resilient Flooring

#### COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

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

#### FOR SYNTHETIC TURF INSTALLATION ONLY:

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

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

#### SHIFT DIFFERENTIALS:

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

### **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.

#### **County - UNION**

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

#### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES										

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

**COMMENTS/NOTES** 

\*\*\*See "Bricklayer, Stone Mason" Rates\*\*\*

#### **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,

## **County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.

#### **County - UNION**

#### Craft: Diver PREVAILING WAGE RATE

	05/07/21	05/01/22
Diver	W60.74	W61.99
	B48.97	B50.47
	T109.71	T112.46
Tender	W49.00	W50.25
	B48.97	B50.47
	T97.97	T100.72

#### Craft: Diver COMMENTS/NOTES

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

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

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

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

#### 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.

#### **County - UNION**

#### Craft: Dockbuilder

PREVAILING WAGE RATE

	05/07/21	05/01/22
Foreman	W56.35	W57.79
	B48.97	B50.47
	T105.32	T108.26
Foreman	W55.26	W56.70
(Concrete Form Work)	B35.61	B37.11
	T90.87	T93.81
Journeyman	W49.00	W50.25
	B48.97	B50.47
	T97.97	T100.72
Journeyman	W48.05	W49.30
(Concrete Form Work)	B35.61	B37.11
	T83.66	T86.41

#### Craft: Dockbuilder

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	20.10	25.13	32.66	40.20						
Benefit	33.18	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 19.72 24.65 32.05 39.44 Benefits 25.24 for all intervals

#### CREOSOTE HANDLING:

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

#### HAZARDOUS WASTE WORK:

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.

- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

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

#### FOREMAN REQUIREMENTS:

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

#### **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.

#### **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									
6 Months	40%	50%		60%	70%		80%	90%			
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.

#### **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

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

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

#### **COMMENTS/NOTES**

4/29/2022

#### **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.

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

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

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
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:

 NTERVAL
 PERIOD AND RATES

 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:

 NTERVAL
 PERIOD AND RATES

 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:

**County - UNION** 

# NTERVAL 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.

**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\*\*\*

#### **County - UNION**

#### Craft: Electrician- Outside Commercial

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#### 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

#### **County - UNION**

#### Craft: Electrician- Outside Commercial

#### APPRENTICE RATE SCHEDULE

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

#### **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.

#### **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.

#### **County - UNION**

#### Craft: Elevator Constructor

#### PREVAILING WAGE RATE

	03/17/22	03/17/23
Journeyman	W75.14	W77.49
	B43.91	B45.57
	T119.05	T123.06

#### Craft: Elevator Constructor

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	29.85	36.82	43.52	50.21								
Benefits	32.71	33.51	34.80	36.09								

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

#### **COMMENTS/NOTES**

 APPRENTICE RATE SCHEDULE AS OF 3-17-20:

 INTERVAL
 PERIOD AND RATES

 Yearly
 31.03
 38.26
 45.21
 52.17

 Benefits
 33.38
 34.20
 35.55
 36.89

 APPRENTICE RATE SCHEDULE AS OF 3-17-21:

 INTERVAL
 PERIOD AND RATES

 Yearly
 32.27
 39.76
 46.99
 54.22

 Benefits
 34.05
 34.91
 36.30
 37.70

 APPRENTICE RATE SCHEDULE AS OF 3-17-22:

 INTERVAL
 PERIOD AND RATES

 Yearly
 33.56
 41.33
 48.84
 56.36

 Benefits
 34.72
 35.61
 37.05
 38.50

 APPRENTICE RATE SCHEDULE AS OF 3-17-23:

 INTERVAL
 PERIOD AND RATES

 Yearly
 34.60
 42.62
 50.37
 58.12

 Benefits
 36.02
 36.94
 38.50
 39.95

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

#### OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus

#### **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.

#### **County - UNION**

#### Craft: Elevator Modernization & Service

#### PREVAILING WAGE RATE

	03/17/22	03/17/23		
Journeyman	W59.09	W60.89		
	B42.79	B44.41		
	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.

#### **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.

#### **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

INTERVAL		PERIOD AND RATES										
6 Months	50%	55%	60%	65%	70%	75%	80%	90%				
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

**County - UNION** 

rate.

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

#### **County - UNION**

Craft: Heat & Frost Insulator

#### PREVAILING WAGE RATE

	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.

#### **County - UNION**

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

PREVAILING WAGE RATE

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

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

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
	SEE	HEAT &		INSULAT						
				OK						

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

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

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

The regular workday shall be 8 hours between 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.

#### **County - UNION**

#### Craft: Industrial Painter-Bridges

#### PREVAILING WAGE RATE

	04/13/22
Foreman	W62.23
	B33.77
	T96.00
General Foreman	W64.23
	B33.77
	T98.00
Journeyman	W57.23
	B33.77
	T91.00

#### Craft: Industrial Painter-Bridges

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES			
6 Months	50%	70%	90%				
Benefits	13.05	19.66	26.28				

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 facilitites, 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

## **County - UNION**

observed the following Monday.

#### **County - UNION**

#### Craft: Industrial Painter- Structural Steel

#### PREVAILING WAGE RATE

	04/13/22
Foreman	W50.97
	B31.42
	T82.39
General Foreman	W52.97
	B31.42
	T84.39
Journeyman	W45.97
-	B31.42
	T77.39

#### Craft: Industrial Painter- Structural Steel

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES				
	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 facilitites, 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.

#### **County - UNION**

#### Craft: Industrial Painter- Water Tanks

#### PREVAILING WAGE RATE

	04/13/22
Foreman	W52.02
	B31.07
	T83.09
General Foreman	W54.02
	B31.07
	T85.09
Journeyman	W47.02
	B31.07
	T78.09

#### Craft: Industrial Painter- Water Tanks

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIC	DD AND RAT	ES			
6 Months	50%	70%	90%				
Benefits	13.05	19.66	26.28				

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 facilitites, 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.

#### **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

INTERVAL	PERIOD AND RATES									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker COMMENTS/NOTES

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

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

#### FOREMAN REQUIREMENTS:

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

#### SHIFT DIFFERENTIALS:

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

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

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

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

#### OVERTIME:

#### **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.

#### **County - UNION**

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

#### PREVAILING WAGE RATE

**APPRENTICE RATE SCHEDULE** 

	10/20/20	
Journeyman (Handler)	W32.98 B23.66 T56.64	
	130.04	

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

# INTERVAL PERIOD AND RATES Yearly 19.79 23.09 26.38 29.68 Image: Control of the second second

#### 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).

#### **County - UNION**

#### Craft: Laborer - Building

#### PREVAILING WAGE RATE

	05/07/21	05/01/22
Class A Journeyman	W35.25	W36.70
	B30.62	B30.62
	T65.87	T67.32
Class B Journeyman	W34.50	W35.95
	B30.62	B30.62
	T65.12	T66.57
Class C Journeyman	W29.33	W30.56
	B30.62	B30.62
	T59.95	T61.18
Foreman	W39.66	W41.29
	B30.62	B30.62
	T70.28	T71.91
General Foreman	W44.06	W45.88
	B30.62	B30.62
	T74.68	T76.50

#### Craft: Laborer - Building

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
6 Months	60%	70%	80%	90%								
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 nozzlemen on gunite work.

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

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

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

#### SHIFT DIFFERENTIALS:

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

- When a 2-shift schedule is worked, including a day shift, both shifts shall be 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

#### **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.

#### **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.

#### **County - UNION**

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

#### PREVAILING WAGE RATE

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

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

#### APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>		PERIOD AND RATES										
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

#### **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.

#### **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.

**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.

**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.

#### **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	W36.23
year of working exp. as a	B25.53
journeyman)	T61.76
Journeyman 2 (at least 2	W40.00
years of working exp. as a	B25.53
journeyman)	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.

#### **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 P	CIAL	PAINTER						
		K								

#### 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

#### **County - UNION**

#### Craft: Pipefitter

PREVAILING WAGE RATE

	10/07/21	05/01/22
Foreman	W56.48	W57.85
	B46.98	B48.11
	T103.46	T105.96
Journeyman	W52.23	W53.60
	B43.45	B44.58
	T95.68	T98.18

## Craft: Pipefitter APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	35%	45%	55%	65%	75%					
Benefit	23.27	26.00	28.69	31.42	34.14					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-1-22:

INTERVAL	PERIOD AND RATES								
Yearly	35%	45%	55%	65%	75%				
Benefits	25.22	28.06	30.90	33.75	36.59				

## FOREMAN REQUIREMENTS:

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

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

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

#### SHIFT DIFFERENTIAL:

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

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

#### OVERTIME:

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

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

#### SHIFT DIFFERENTIAL (Maintenance Work Only):

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

#### **County - UNION**

total rate.

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

OVERTIME (Maintenance Work Only):

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

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

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

**County - UNION** 

Craft: Plasterer PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer COMMENTS/NOTES

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

#### **County - UNION**

#### Craft: Plumber P

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 of after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.

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

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

#### **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.

#### **County - UNION**

#### Craft: Sheet Metal Sign Installation

#### PREVAILING WAGE RATE

	04/01/22
Foreman	W41.29
	B38.97
	T80.26
Journeyman	W39.29
	B38.97
	T78.26

#### 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	13.19	15.02	16.88	18.74	21.06	22.94	24.83	26.73	28.62	30.50	

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

Craft: Sheet Metal Sign Installation

**COMMENTS/NOTES** 

FOREMAN REQUIREMENT:

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

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

#### OVERTIME:

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

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

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

#### **County - UNION**

Craft: Sheet Metal Worker

## PREVAILING WAGE RATE

	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.

#### **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	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	Interv	/als 7 to	o 10 rec	eive 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
 Intervals
 7-10 Journy. 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.

#### **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.

#### **County - UNION**

#### Craft: Tile Finisher-Marble

#### PREVAILING WAGE RATE

01/03/22
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.

#### **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 COM

**COMMENTS/NOTES** 

OVERTIME:

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

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

#### **County - UNION**

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	01/03/22
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.

#### **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	W49.46
Worker	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.

#### **County - UNION**

#### Craft: Truck Driver

#### PREVAILING WAGE RATE

	07/27/21
Bucket, Utility,	W40.21
Pick-up, Fuel	B38.78
Delivery trucks	T78.99
Dump truck, Asphalt	W40.21
Distributor, Tack	B38.78
Spreader	T78.99
Euclid-type vehicles	W40.31
(large, off-road	B38.78
equipment)	T79.09
Helper on Asphalt	W40.21
Distributor truck	B38.78
	T78.99
Slurry Seal,	W40.21
Seeding/Fertilizing/	B38.78
Mulching truck	T78.99
Straight 3-axle truck	W40.21
	B38.78
	T78.99
Tractor Trailer	W40.31
(all types)	B38.78
	T79.09
Vacuum or Vac-All	W40.21
truck (entire unit)	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.

#### **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.

#### **County - UNION**

#### Craft: Truck Driver-Material Delivery Driver

#### PREVAILING WAGE RATE

07/27/21
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.

## **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

ENTIRE STATE

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

#### **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.

ENTIRE STATE

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

#### **OPERATING ENGINEERS** Rates Expiration Date :

#### **Effective Dates:**

	07/01/202	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

# TERRITORY ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date :

#### **Effective Dates:**

	07/01/202	07/01/2022	
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)

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

# ENTIRE STATE

## **OPERATING ENGINEERS** Rates Expiration Date :

## Effective Dates:

	07/01/202	07/01/2022	
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 (Hetzel, Rexomatic & similar types)

Concrete Vibrator

ENTIRE STATE

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

## **OPERATING ENGINEERS** Rates Expiration Date :

## Effective Dates:

	07/01/2022		
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, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

# TERRITORY ENTIRE STATE

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

## **OPERATING ENGINEERS** Rates Expiration Date :

## Effective Dates:

	07/01/202	07/01/2022	
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

ENTIRE STATE

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

# **OPERATING ENGINEERS** Rates Expiration Date :

#### **Effective Dates:**

	07/01/202	07/01/2022	
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:**

07/01/2021			07/01/2022
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:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

#### **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

ENTIRE STATE

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

## **OPERATING ENGINEERS Rates Expiration Date :**

## **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)

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

#### ENTIRE STATE

#### **OPERATING ENGINEERS Rates Expiration Date :**

#### **Effective Dates:**

07/01/2021			07/01/2022
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

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

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
56.02	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

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
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

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
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 proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

## Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.84	35.60	93.44	95.69

## CLASSIFICATIONS:

Helicoptor Pilot/Engineer

#### **Effective Dates:**

07/01/2021			07/01/2022
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:

07/01/2021			07/01/2022
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.

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
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:** 

07/01/2021			07/01/2022
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:**

07/01/2021			07/01/2022
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.

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

ENTIRE STATE

#### **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:**

	07/01/202	07/01/2022	
Rate	Fringe	Total	Total
59.65	35.60	95.25	97.50

#### **CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

# TERRITORY ENTIRE STATE

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

### **STRUCTURAL STEEL ERECTION** Rates Expiration Date :

# **Effective Dates:**

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

ENTIRE STATE

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

### STRUCTURAL STEEL ERECTION Rates Expiration Date :

### **Effective Dates:**

07/01/2021			07/01/2022
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

ENTIRE STATE

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

### **STRUCTURAL STEEL ERECTION** Rates Expiration Date :

### Effective Dates:

07/01/2021			07/01/2022
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:**

07/01/2021			07/01/2022
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:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
57.21	35.60	92.81	95.06

#### **CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum) Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
46.60	35.60	82.20	84.45

# CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

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

### **STRUCTURAL STEEL ERECTION** Rates Expiration Date :

### **Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
56.35	35.60	91.95	94.20

#### **CLASSIFICATIONS:**

Field Engineer-Chief of Party

#### Vacuum Truck

### **Effective Dates:**

07/01/2021			07/01/2022
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:**

07/01/2021			07/01/2022
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:

07/01/2021			07/01/2022
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:** 

07/01/2021			07/01/2022
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.

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

# ENTIRE STATE

# STRUCTURAL STEEL ERECTION Rates Expiration Date :

# Effective Dates:

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
60.04	35.60	95.64	97.89

# CLASSIFICATIONS:

Helicopter Pilot & Engineer

ENTIRE STATE

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

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

#### 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

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ENTIRE STATE

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

#### FREE AIR TUNNEL JOBS Rates Expiration Date :

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.

- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

#### OVERTIME:

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

-where Level A, B, or C protection is required: + \$3.00/hr -other Hazardous Waste site: + \$1.00/hr

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

### **CLASSIFICATIONS:**

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

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

### ENTIRE STATE

### FREE AIR TUNNEL JOBS Rates Expiration Date :

### **Effective Dates:**

03/01/2022			03/01/2023
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:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

#### **CLASSIFICATIONS:**

Blaster

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

#### CLASSIFICATIONS:

Top Labor Foreman

#### **Effective Dates:**

03/01/2022			03/01/2023
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:

03/01/2022			03/01/2023
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)

ENTIRE STATE

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

# FREE AIR TUNNEL JOBS Rates Expiration Date :

# **Effective Dates:**

03/01/2022			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)

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

#### ENTIRE STATE

#### 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:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
54.77	35.60	90.37	92.62

#### **CLASSIFICATIONS:**

Driller

### **Effective Dates:**

07/01/2021			07/01/2022
Rate	Fringe	Total	Total
47.93	35.60	83.53	85.78

### **CLASSIFICATIONS:**

Driller's Helper

ENTIRE STATE

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

# **OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date :

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

ENTIRE STATE

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

### **OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date :

# **Effective Dates:**

10/18/2021			10/01/2022	10/01/2023
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:**

10/18/2021		10/01/2022	10/01/2023	
Rate	Fringe	Total	Total	Total
32.69	13.11	45.80	47.34	48.91

### CLASSIFICATIONS:

### Boat Operator

### **Effective Dates:**

10/18/2021		10/01/2022	10/01/2023	
Rate	Fringe	Total	Total	Total
27.16	12.58	39.74	41.30	42.63

### **CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

### **Effective Dates:**

10/18/2021		10/01/2022	10/01/2023	
Rate	Fringe	Total	Total	Total
38.02	13.73	51.75	53.41	55.20

# **CLASSIFICATIONS:**

Crane Operator

ENTIRE STATE

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

### 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:** 

	00/01/201	
Rate	Fringe	Total
36.50	21.27	57.77

03/01/2017

#### **CLASSIFICATIONS:**

Foreman

# **Effective Dates:**

	03/01/2017	1
Rate	Fringe	Total
33.80	21.27	55.07

#### CLASSIFICATIONS:

Box man

#### **Effective Dates:**

	03/01/2017	7
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

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

ENTIRE STATE

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

### 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:** 

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

### **CLASSIFICATIONS:**

Paving Foreman

### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

### **CLASSIFICATIONS:**

#### Head Raker

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

## CLASSIFICATIONS:

Screedman

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

### ENTIRE STATE

# ASPHALT LABORERS - SOUTH Rates Expiration Date :

# **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

### CLASSIFICATIONS:

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

03/01/2022			03/01/2023
Rate Fringe Total			Total
46.40	34.88	81.28	83.78

#### **CLASSIFICATIONS:**

Milling Controller

### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

# CLASSIFICATIONS:

Traffic Control Coordinator

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

#### **CLASSIFICATIONS:**

Raker, Luteman

ENTIRE STATE

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

### 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:**

10/18/2021			10/18/2022
Rate Fringe Total			Total
33.47	30.70	64.17	65.92

#### **CLASSIFICATIONS:**

Helper (4th year helper)

#### **Effective Dates:**

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
42.54	30.70	73.24	75.24

#### **CLASSIFICATIONS:**

Driller

### Effective Dates:

10/18/2021			10/18/2022
Rate	Fringe	Total	Total
48.58	30.70	79.28	81.28

### **CLASSIFICATIONS:**

Foreman

ENTIRE STATE

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

### 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:

03/01/2022			03/01/2023
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:

03/01/2022			03/01/2023
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

# TERRITORY ENTIRE STATE

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

### 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

ENTIRE STATE

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

### 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:

03/01/2022			03/01/2023
Rate	Fringe	Total	
45.90	34.88	80.78	83.28

#### **CLASSIFICATIONS:**

2

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman **Effective Dates:** 

03/01/2022			03/01/2023
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

# 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
46.60	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:** 

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

### CLASSIFICATIONS:

wagon or directional drill operator; drill master

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

### **CLASSIFICATIONS:**

blaster

#### **Effective Dates:**

03/01/2022			03/01/2023
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:**

03/01/2022			03/01/2023
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

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

#### ENTIRE STATE

#### 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	l
Rate	Fringe	Total
54.64	33.55	88.19

#### **CLASSIFICATIONS:**

Pipeline Journeyman Welder

ENTIRE STATE

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

# PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

## **Effective Dates:**

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

ENTIRE STATE

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

### PIPELINE - GAS DISTRIBUTION Rates Expiration Date :

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

#### SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

#### OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

### **Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

### CLASSIFICATIONS:

### Pipeline Journeyman Welder

### **Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
62.50	28.73	91.23	93.73

# **CLASSIFICATIONS:**

#### Pipeline Journeyman

#### **Effective Dates:**

11/09/2021			11/01/2022
Rate	Fringe	Total	Total
39.96	21.05	61.01	62.68

### CLASSIFICATIONS:

Pipeline Helper

ENTIRE STATE

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

#### 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:** 

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

#### **CLASSIFICATIONS:**

Asphalt Foreman

### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

#### **CLASSIFICATIONS:**

Asphalt Screedman

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

# CLASSIFICATIONS:

Asphalt Raker or Lute Man

ENTIRE STATE

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

# ASPHALT LABORERS- NORTH Rates Expiration Date :

# **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

# CLASSIFICATIONS:

Asphalt Laborer

ENTIRE STATE

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

#### 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 wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 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:** 

	12/05/202	21	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

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

ENTIRE STATE

# 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

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

### ENTIRE STATE

# 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:

	12/05/202	1	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

ENTIRE STATE

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

# 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
36.29	25.04	61.33	63.29	65.23	67.17

# CLASSIFICATIONS:

### Groundman 2nd Year

### **Effective Dates:**

	12/05/202	1	12/04/2022	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total	Total
33.50	23.11	56.61	58.42	60.21	62.02

# CLASSIFICATIONS:

### Groundman 1st Year

### **Effective Dates:**

	12/05/202	1	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:**

Line Equipment Foreman

ENTIRE STATE

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

### 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 wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

#### RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

#### WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men. **Effective Dates:** 

#### 12/05/2021

Rate	Fringe	Total
65.28	53.00	118.28

### **CLASSIFICATIONS:**

General Foreman

# TERRITORY ENTIRE STATE

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

### ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

# **Effective Dates:**

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

# 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

	•	
51.00	44.47	95.47

# CLASSIFICATIONS:

Journeyman Painter

# **Effective Dates:**

12/05/2021	
Frings	

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

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

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

#### ENTIRE STATE

#### HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\*

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work. - When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

#### **OVERTIME:**

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

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work: -where Level A, B, or C protection is required: + \$3.00/hr -other Hazardous Waste site: + \$1.00/hr **Effective Dates:** 

03/01/2022		03/01/2023	
Rate	Fringe	Total	Total
72.98	34.88	107.86	111.19

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

#### **Effective Dates:**

03/01/2022		03/01/2023	
Rate	Fringe	Total	Total
72.53	34.88	107.41	110.74

### **CLASSIFICATIONS:**

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

#### 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
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:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
75.53	34.88	110.41	113.74

#### **CLASSIFICATIONS:**

Blaster

#### **Effective Dates:**

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.95	34.88	105.83	109.16

#### **CLASSIFICATIONS:**

Top Labor Foreman

#### **Effective Dates:**

03/01/2022			03/01/2023
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:** 

03/01/2022			03/01/2023
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)

#### 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)

# **TECHNICAL SPECIFICATIONS**

# **CONDITIONS SPECIFIC TO THIS PROJECT**

*Warinanco Park Azalea Garden Improvements*, in the Borough of Roselle. The work shall include the removal of the existing walkway, relocation of existing water fountain, removal of existing landscaping areas, benches and concrete pads, signs, and irrigation system. It also includes installation of new dense graded aggregate for new walkways, seeding/sodding, landscaping, mulching, irrigation, benches and signs.

Existing trees and stumps indicated on the Demolition Plan were previously removed. Prior to the start of construction, the Contractor is to verify that all trees and stumps indicated on the Demolition Plan have been removed. If it is observed that any of the trees and/or stumps are still remaining, the Contractor shall notify the Engineer and County immediately.

The Contractor shall be responsible for installing the 4" thick dense graded aggregate (DGA) base course for the proposed walkways. The County will install the 2" thick hot mix asphalt (HMA) surface course on top of the DGA immediately after the DGA installation. The Contractor shall immediately notify the Engineer and County after the DGA installation is complete. The Contractor shall NOT install any landscaping prior to the completion of the HMA surface course by the County.

The contractor shall coordinate their work with the existing utilities that will remain in their present location. It is the sole responsibility of the Contractor to investigate and use due care when operating in the vicinity of any utility. No additional compensation will be made for utility coordination and any other work involving the existing utilities.

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

# The time of completion for this project has been set at <u>Sixty (60) calendar days</u> from the Notice to Proceed.

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

The County retains the right to increase or decrease any and all quantities up to twenty-five percent (25%) of those estimated, at the unit prices bid.

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

# **SPECIAL PROVISIONS**

# **AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

# **SPECIFICATIONS TO BE USED**

The bound version of the 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract.

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

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

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at <u>http://lwd.dol.state.nj.us/labor/wagehour/wagehour\_index.html</u> The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

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

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at <a href="http://lwd.dol.state.nj.us/labor/wagehour/wagehour\_index.html">http://lwd.dol.state.nj.us/labor/wagehour/wagehour\_index.html</a> The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

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

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

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

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

#### **GENERAL**

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the bound version of the 2007 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the bound version of the <u>2007</u> <u>Standard Specifications</u>, as amended herein, unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the UNION COUNTY ENGINEER.

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

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

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

Certificates of compliance shall contain the following information:

- 1. Project and location to which the material is consigned.
- 2. Name of the Contractor to which the material is supplied.
- 3. Kind of material supplied.
- 4. Quantity of material represented by the certificate.
- 5. Means of identifying the consignment, such as label marking, seal number, etc.
- 6. Date and method of shipment.
- 7. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
- 8. Signature of a person having legal authority to bind the supplier.
- 9. Signature attested to by a Notary Public or other properly authorized person.

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

# **FOREIGN MATERIALS**

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

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

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

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

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

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

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

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

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

# **DIVISION 100 - GENERAL PROVISIONS**

# **SECTION 101 - GENERAL INFORMATION**

# 101.03 TERMS

# THE FOLLOWING TERMS ARE CHANGED.

# Completion

# (3) IS CHANGED TO:

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

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

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

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

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

# **SECTION 104 - SCOPE OF WORK**

# **104.03.03** Types of Changes

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

#### THE SECOND PARAGRAPH IS CHANGED TO:

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

# 104.03.04 Contractual Notice

# THE SECOND PARAGRAPH IS CHANGED TO:

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

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

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

#### 104.03.08 Force Account

# 7. Equipment.

#### a. Contractor-Owned Equipment.

# PART 1 IS CHANGED TO:

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

#### THE FOLLOWING PART IS ADDED:

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

THE SECOND PARAGRAPH IS CHANGED TO:

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

# **10.** Subcontractors.

# THE SECOND PARAGRAPH IS CHANGED TO:

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

# 104.03.09 Delay Damages

# 1. Non-Productive Activity.

# e. Equipment.

# THE FIRST SENTENCE IS CHANGED TO:

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

# **SECTION 105 - CONTROL OF WORK**

#### **105.05 WORKING DRAWINGS**

# THE SECOND PARAGRAPH IS CHANGED TO:

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

# THE THIRD PARAGRAPH IS CHANGED TO:

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

# THE NINTH PARAGRAPH IS CHANGED TO:

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

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

# TABLE 105.05-1 IS CHANGED TO:

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

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

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

# 1. Certified Working Drawings.

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

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

# 2. Approved Working Drawings.

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

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

# **105.07** Cooperation with Utilities.

# THE FOLLOWING HAS BEEN ADDED

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

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

The Contractor shall provide each Utility the portion of the approved Baseline CPM Schedule related to the respective Utility and any approved updates or revisions that affect that Utility.

Information on the Utility(s), including the work to be performed by the Utility(s) on the Project, will be provided in the Special Provisions.

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

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

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

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

A minimum of five (5) business days prior to the pre-construction meeting, the Contractor will provide the County, in writing, with the following:

- 1. Proposed work schedule;
- 2. List of Sub-Contractors;
- 3. List of material suppliers;
- 4. Certificates of Compliance for all materials and or assemblies, including: Hot Mix Asphalt Pavement Markings; Signs; Pipe and any other items required under the contract;
- 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 106 - CONTROL OF MATERIAL**

# 106.07.01 Certification of Compliance

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

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

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

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

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

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

# 106.07.02 Certification for iron and steel

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

with Buy-America requirements.

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

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

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

Ensure step Certifications of Compliance contain the following information:

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

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

# **SECTION 107 - LEGAL RELATIONS**

# 107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

#### THE FOURTH PARAGRAPH IS CHANGED TO:

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

# **107.09 INDEPENDENT CONTRACTOR**

#### THE ENTIRE SUBSECTION IS CHANGED TO:

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

# 107.11 RISKS ASSUMED BY THE CONTRACTOR

# THE ENTIRE SUBSECTION IS CHANGED TO:

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

# THE FOLLOWING SUBSECTION IS ADDED:

# **107.17 COMMUNICATION WITH THE NEWS MEDIA**

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

# **SECTION 108 - PROSECUTION AND COMPLETION**

#### **108.01 SUBCONTRACTING**

# 1. Values and Quantities.

#### THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1. There are no Specialty Items in this Project.

#### THE THIRD PARAGRAPH IS CHANGED TO:

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

#### THE FOURTH PARAGRAPH IS CHANGED TO:

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

# **108.02 COMMENCEMENT OF WORK**

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

4. Progress schedule as specified in 153.03

# **108.06 NIGHT OPERATIONS**

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

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

# 2. Visibility Requirements for Workers and Equipment.

# THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **108.07 TRAFFIC CONTROL**

#### THE FOLLOWING IS ADDED:

Working hours for this project are as follows:

Weekdays (Monday through Friday)

Daytime 7:00 am to 4:00 pm

# Weekends/Holidays

Not Allowed without Approval from Union County

# 108.07.01 Interference

# THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

It shall be the Contractor's responsibility to maintain driveway access for all adjacent property owners.

In the event industrial and commercial driveway access must be temporarily denied, <u>the Contractor</u> <u>shall provide written notice to the Engineer and property owner at least five (5) working days in</u> <u>advance of the driveway closing</u>.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES AND MANPOWER NECESSARY TO MAINTAIN SUCH WORK ZONES IN ACCORDANCE WITH THE <u>CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES</u> SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.

# **108.09** Maintenance within the Project Limits

The following is added to this sub-section:

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

# 108.11.01 Extensions to Contract Time

# **B.** Types of Delays.

1. Non-Excusable Delays.

# THE FOLLOWING IS ADDED:

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

# 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.

# 108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

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

# **SECTION 109 - MEASUREMENT AND PAYMENT**

# **109.01 MEASUREMENT OF QUANTITIES**

# THE SECOND PARAGRAPH IS DELETED:

# **109.02 SCOPE OF PAYMENT**

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

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

# **109.05 ESTIMATES**

# THE SECOND PARAGRAPH IS CHANGED TO:

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

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

# THE TENTH PARAGRAPH IS CHANGED TO:

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

# **DIVISION 150 - CONTRACT REQUIREMENTS**

# SECTION 151 - PERFORMANCE BOND AND PAYMENT BOND

# **151.04 MEASUREMENT AND PAYMENT**

# THE FOLLOWING IS ADDED:

Payment will not be made for Performance Bond and Payment Bond. All costs thereof shall be included within the various bid pay items.

# **SECTION 152 - INSURANCE**

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

# A. Policy Requirements.

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

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

# **152.04 MEASUREMENT AND PAYMENT**

#### THE FOLLOWING IS ADDED:

Payment will not be made for insurance of any kind. All costs thereof shall be included within the various bid pay items.

# **SECTION 153 - PROGRESS SCHEDULE**

# 153.03.02 CPM Progress Schedule Updates

# THE LAST PARAGRAPH IS CHANGED TO:

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

# 2. Tabular Reports.

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

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

# **153.03.03 Bar Chart Progress Schedule and Updates**

# A. Schedule.

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

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

# THE FOLLOWING IS ADDED:

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

# **153.04 MEASUREMENT AND PAYMENT**

# THE FOLLOWING IS ADDED:

Payment will not be made for Project Schedules of any kind including updates. All costs thereof shall be included within the various bid pay items.

# THE THIRD PARAGRAPH IS CHANGED TO:

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

# SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

# 157.03.01 CONSTRUCTION LAYOUT

# THE SEVENTH PARAGRAPH IS CHANGED TO:

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

# 157.03.01 MEASUREMENT AND PAYMENT

# THE FOLLOWING IS ADDED:

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

# SECTION 158 - SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

# **158.04 MEASUREMENT AND PAYMENT**

The list of pay items is deleted and the following is added:

Various temporary soil erosion and sediment control and water quality control devices will not be measured for payment.

Separate payment will not be made for temporary soil erosion and sediment control and water quality control and dust control devices, but the const shall be included in the various pay items in the proposal.

# **SECTION 159 - TRAFFIC CONTROL**

# THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES WITHIN WORK ZONES SHALL BE ESTABLISHED IN ACCORDANCE WITH THE LATEST EDITION OF THE <u>MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES</u>. ALL TRAFFIC CONTROL MEASURES SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.

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

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

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

Should the Contractor begin work prior to the work zone being properly established as described herein, the County shall assume no responsibility for tort liability issues arising from the Contractor's premature start. All liability and consequence arising from a premature start is solely the Contractor's.

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

# 159.03.01 TRAFFIC CONTROL COORDINATOR

#### THE FOLLOWING IS ADDED:

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

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

The Traffic Control Coordinator shall be responsible for ensuring the Contractor meets all provisions of the current edition of the Manual on Uniform Traffic Control Devices, OSHA, ANSI and Title 39 – Uniform Motor Vehicle Laws of New Jersey. The Traffic Control Coordinator shall be the liaison between the Contractor and County for the duration of the project. It will be his/her responsibility to notify the Engineer when and where the Contractor's work force and equipment shall be throughout the workday. The Traffic Control Coordinator is responsible for the following:

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

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

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

# **159.03.02 Traffic Control Devices**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

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

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

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

# 4. Portable Variable Message Signs (PVMS)

# THE FOLLOWING IS ADDED:

Install and activate portable variable message signs (PVMS), as directed by the County. Activate PVMS a minimum of one full week (seven [7] calendar days) in advance of the start of construction and remove PVMS upon completion of the construction. PVMS shall generally read the expected construction duration and expected delays. The actual messages shall be provided by the County.

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

# 6. Traffic Control Truck with Mounted Crash Cushions.

# THE LAST SENTENCE IS CHANGED TO:

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

# 159.03.06 TEMPORARY TRAFFIC STRIPES AND TEMPORARY TRAFFIC MARKINGS

# THE ENTIRE TEXT IS CHANGED TO:

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

# **159.03.08 TRAFFIC DIRECTION**

# A. Flagger.

# THE LAST SENTENCE IS CHANGED TO:

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

# THE FOLLOWING IS ADDED TO THIS SECTION:

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

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

Payment of such shall be included in the overall price bid for various traffic control pay items. The Contractor shall be required to produce proof of both payment & hours worked for each officer, at each post for each assignment. Should the Contractor fail to produce said proof, the County will withhold payment on this item until such time that adequate & satisfactory proof can be provided.

# B. Police.

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

The Contractor shall coordinate with local police department from the Borough of Mountainside as to their requirements or compliance with State Law for police presence during commencement of closure and opening of the Bridge and movement of large equipment to and from the site. 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 PAY ITEMS TEMPORARY PAVEMENT MARKERS, TEMPORARY PAVEMENT MARKING TAPE, TEMPORARY TRAFFIC STRIPES AND TEMPORARY TRAFFIC MARKINGS ARE DELETED AND THE FOLLOWING IS ADDED:

Separate payment will not be made for Temporary Pavement Markers, Temporary Pavement Marking Tape, Temporary Traffic Stripes and Temporary Traffic Markings, but the costs shall be included in the lump-sum bid for Maintenance and Protection of Traffic.

# THIS SUB-SECTION IS AMENDED AS FOLLOWS:

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

Where Police Traffic Directors may be utilized, the Contractor shall notify the respective Police Department at least four (4) business days (96 hours) in advance of requiring the traffic directors. Should there be a difference between the Engineer's requirement, and that of the Police Department, the Contractor shall immediately notify the Engineer and request clarification.

If the Contractor cancels any work, without prior notice to the affected Municipal Police Department, then any costs incurred from the respective Police Departments shall become the Contractor's responsibility. The Contractor shall be responsible for establishing any and all escrow accounts that may be required by the Municipal Police Department. The Contractor shall confirm specific details of hiring Traffic Directors with each respective Police Department.

Separate payment will not be made for relocating traffic control devices as required or as directed. Separate payment will not be made for posts or stands for construction signs. Separate payment will not be made for traffic control coordinator. Separate payment will not be made for moving the traffic control truck units during the various stages of construction. Separate payment will not be made for escape ramps provided at the edges of pavement lifts or at excavations. All costs thereof shall be included in the prices bid for the various Pay Items scheduled in the Bid Sheets.

All property owner notices, traffic control devices & labor necessary to maintain such work zones utilizing the necessary devices and items, other than those stipulated to be paid under a separate bid pay item shall be supplied, implemented and removed at the appropriate time by the Contractor. Separate payment will not be made for the cost of such traffic control devices, any relocation of such and associated manpower but the costs shall be included in the various items of the proposal.

# **SECTION 161 - FINAL CLEANUP**

# **161.04 MEASUREMENT AND PAYMENT**

# THE ENTIRE SUBSECTION IS CHANGED TO:

Separate payment will not be made for Final Clean-up but the costs shall be included in various items of the proposal.

# **DIVISION 200 - EARTHWORK**

# **SECTION 201 - CLEARING SITE**

# **201.01 DESCRIPTION**

The following is added:

This work shall also include, but is not limited to, the relocation of the existing water fountain, removal of existing irrigation system piping, removal of existing benches and concrete pads, and removal of the existing park sign.

# 201.04 MEASUREMENT AND PAYMENT

The following is added:

Payment for the item "Clearing Site" in excess of \$10,000.00 will not be made until completion of the project.

# **SECTION 202 - EXCAVATION**

#### **202.01 DESCRIPTION**

The following is added:

This work shall also include earthwork, being defined as stripping, grading, filling, cutting and the general movement of topsoil and/or earth to provide the final grades as shown on the contract drawings.

# 202.02 MATERIALS

# THE FIRST IN THE LIST IS CHANGED TO:

# 202.03.03 Excavating Unclassified Material

# A. Excavating.

# THE FIRST PARAGRAPH IS CHANGED TO:

Unclassified excavation consists of excavation and management of material of whatever nature encountered, including regulated material, pavement removal and acid producing soil.

# 202.03.04 Excavating Regulated Material.

# THE FIRST PARAGRAPH IS CHANGED TO:

Regulated material excavation consists of excavation and management of material of whatever nature encountered that is classified as regulated or hazardous material in the NJDEP Solid Waste Regulations, N.J.A.C. 7:26-1 *et seq.* or N.J.A.C 7:26-8.

# THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS DELETED

# 3. Temporarily Storing.

# THE FIRST PARAGRAPH IS CHANGED TO:

Temporarily store regulated or hazardous material in stockpiles within the Project Limits and as shown on the Plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with haybales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility.

#### 202.03.05 Excavating Acid Producing Soil (APS)

# THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS DELETED

# 202.03.07 Reuse or Disposal of Excess Material

# A. Reuse.

# THE THIRD PARAGRAPH IS CHANGED TO:

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

# B. Disposal.

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

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

# 202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE DELETED:

Item PRESPLITTING	Pay Unit SQUARE YARD
EXCAVATION, REGULATED MATERIAL	CUBIC YARD
SOIL SAMPLING AND ANALYSES, REGULATED	UNIT
EXCAVATION, ACID PRODUCING SOIL	CUBIC YARD
SOIL SAMPLING AND ANALYSES, ACID PRODUCING SOIL	UNIT
DISPOSAL OF ACID PRODUCING SOIL	TON
DISPOSAL OF REGULATED MATERIAL	TON
DISPOSAL OF REGULATED MATERIAL, HAZARDOUS	TON
REMOVAL OF PAVEMENT	SQUARE YARD

# THE FOLLOWING IS ADDED:

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

The Department will not make payment for presplitting, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for the excavation of regulated materials or acid-producing soils, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for soil sampling and analyses required to complete the project, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for removal of pavement, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for disposal of material of whatever nature encountered, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for sawcutting, stripping and disposal of excess, unstable or unsuitable or unusable material from Excavation, Unclassified.

The Department will measure Excavation, Unclassified in unstable areas by the cubic yard of material actually excavated in the work. The Department will make payment for Excavation, Unclassified as specified in this section.

#### 202.04 MEASUREMENT AND PAYMENT

The list of pay items is deleted and the following is added:

*Item* EARTHWORK Pay Unit LUMP SUM

The following is added:

Separate payment will not be made for borrow excavation, soil aggregate fill material, borrow topsoil or overexcavation of any kind associated with the pay item "Earthwork", but the cost shall be included in the price bid for "Earthwork".

#### **DIVISION 600 - MISCELLANEOUS CONSTRUCTION**

#### SECTION 606 - SIDEWALKS, DRIVEWAYS AND ISLANDS

#### 606.04 MEASUREMENT AND PAYMENT

The following pay item is added:

*Item* CONCRETE PAD, REINFORCED, 6" THICK

*Pay Unit* SQUARE YARD

The following is added:

All labor and materials associated with the installation of the concrete pad reinforced, including but not limited to dense graded aggregate and concrete, shall be included in the unit price bid for that particular item.

#### SECTION 612 - SIGNS

#### 612.04 MEASUREMENT AND PAYMENT

The following pay items are added:

Item	Pay Unit
PARK SIGN	UNIT
TREE IDENTIFICATION SIGNS WITH QR CODE	UNIT

#### **DIVISION 800 - LANDSCAPING**

#### **SECTION 804 – TOPSOIL SPREADING**

#### 804.04 MEASUREMENT AND PAYMENT

#### THE PAY ITEM BORROW TOPSOIL IS DELETED AND THE FOLLOWING IS ADED:

Separate payment will not be made for Borrow Topsoil but the cost shall be included in the pay item "Earthwork".

#### **SECTION 809 - MULCHING**

#### **809.01 DESCRIPTION**

The following is added:

This work shall also consist of incorporating compost within the root zone in order to improve soil quality and plant growth.

#### 809.02 MATERIALS

The following is added:

Compost, Type D\_\_\_\_\_917.02.01

#### **809.03 CONSTRUCTION**

The following is added:

#### 809.03.04 Compost

Compost shall be uniformly applied over the planting area at an average depth 2 inches. Incorporate uniformly to a depth of 6 to 8 inches using a rotary tiller or other appropriate equipment. Lower compost application rates may be necessary for salt sensitive crops or where composts with higher salt levels are used. Pre-plant fertilizer and pH adjusting agents (e.g., lime and sulfur) may be applied in conjunction with compost incorporation, as necessary. Rake soil surface smooth prior to planting. The soil surface shall be reasonably free of large clods, roots, stones greater than 2 inches, and other material which will interfere with planting and subsequent site maintenance. Water thoroughly after planting

#### 809.04 MEASUREMENT AND PAYMENT

The following pay items are added:

Item	Pay Unit
PREMIUM LONGLEAF PINE STRAW MULCHING	SQUARE YARDS
2" LEAF LITTER/COMPOST, TYPE D	SQUARE YARDS

#### **SECTION 811 - PLANTING**

#### 811.04 MEASUREMENT AND PAYMENT

The list of pay items is deleted and the following is added:

*Item* LANDSCAPING

Pay Unit LUMP SUM

The following is added:

Separate payment will not be made for Plant Establishment Period, but the cost shall be included in the price bid for plantings of the various kinds and sizes. The Plant Establishment Period shall be two (2) years from the date of project completion.

#### **DIVISION 900 - MATERIALS**

#### **SECTION 901 - AGGREGATES**

#### 901.10.03 Virgin and RAP Mixture

#### 3. Density Control

#### THE FOLLOWING IS **ADDED**:

When AASHTO T 310 (Direct Transmission Method, nuclear gauge method for measuring density and moisture content) is used to perform Compaction Acceptance Testing (Subsection 302.03.01), a representative sample of five tests for each 5,000 square yards lot will be taken.

#### **SECTION 905 - REINFORCEMENT METALS**

#### 905.01 REINFORCEMENT STEEL

#### THE ENTIRE SUBPART IS CHANGED TO:

Provide reinforcement steel manufactured at an AASHTO NTPEP (National Transportation Product Evaluation Program) certified mill. For a list of NTPEP certified mills, see the following webpage: http://data.ntpep.org/Module/REBAR/Overview.aspx.

For reinforcement steel, submit a certification of compliance as specified in 106.07. Attach copies of the mill certifications for each heat of reinforcement steel. The ME will randomly sample and test heats of reinforcement steel for quality assurance. The ME will randomly inspect and sample galvanized and epoxy coated reinforcement steel for quality assurance.

#### 905.01.03 Welded Wire Reinforcement

#### THE SECOND PARAGRAPH IS CHANGED TO:

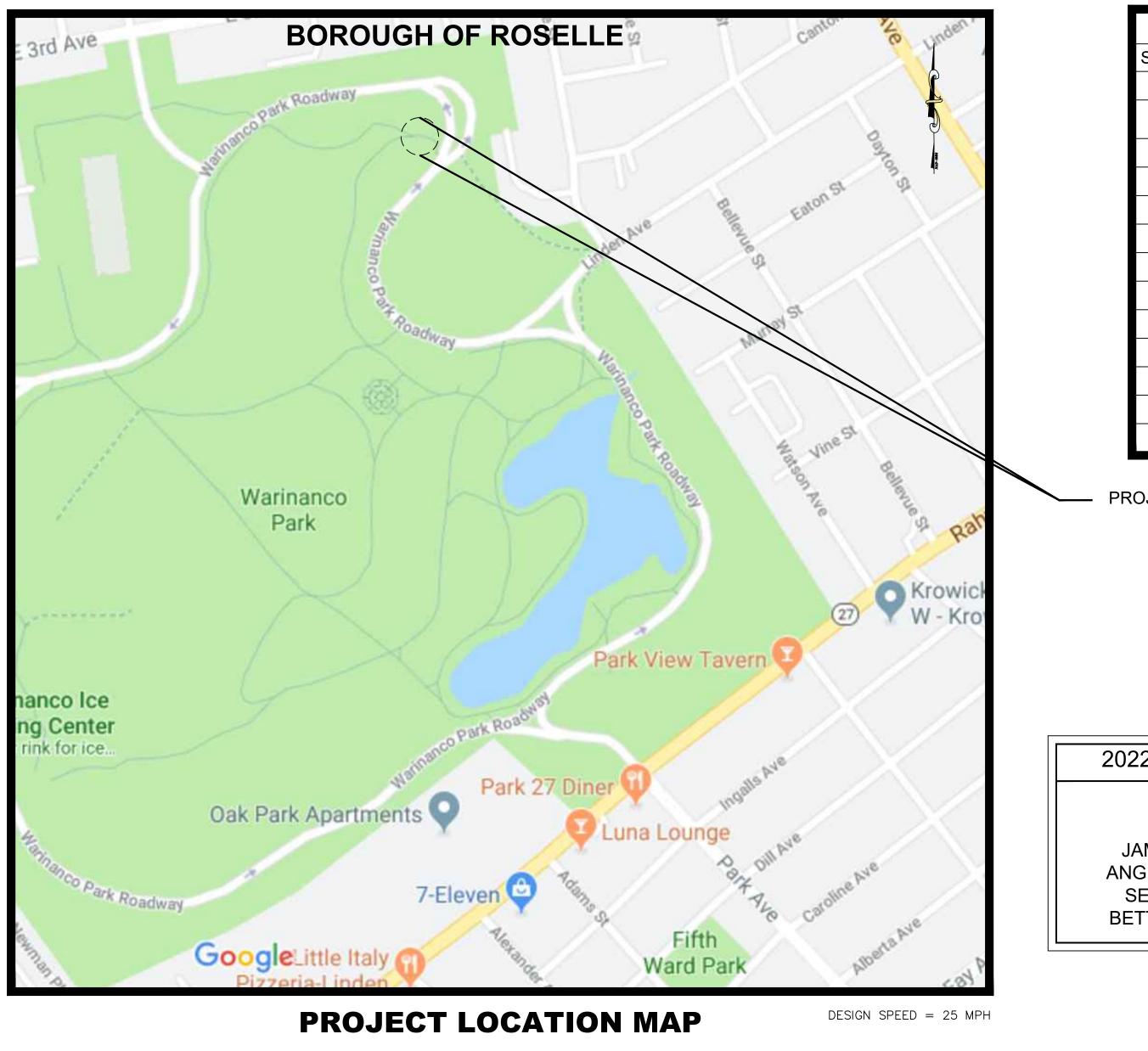
When approved as an alternate to galvanized reinforcement bars, use galvanized welded wire reinforcement that meets the requirements of ASTM A 641, Table 1, Class 1.

#### END TECHNICAL SPECIFICATIONS



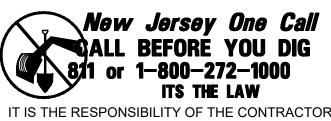
# **COUNTY OF UNION BOARD OF COUNTY COMMISSIONERS** WARINANCO PARK **AZALEA GARDEN IMPROVEMENTS**

LIST OF UTILITIES							
PUBLIC WORKS:	<b>ROSELLE BOROUGH DEPARTMENT OF PUBLIC WORKS</b> LUIS MOLLINEDO - SUPERINTENDENT OF PUBLIC WORKS 210 CHESTNUT STREET ROSELLE, NJ 07203						
SEWER:	LINDEN ROSELLE SEWERAGE AUTHORITY DAVID G. BROWN II, EXECUTIVE DIRECTOR 5005 S WOOD AVENUE LINDEN, NJ 07036						
ELECTRIC	<b>PSE&amp;G - ELECTRICAL DISTRIBUTION</b> JOE DE PINTO 80 PARK PLAZA, T-12 NEWARK, NJ 07102						
CABLE:	COMCAST CABLEVISION OF NJ BOB KNOEPFEL 800 RAHWAY AVENUE UNION CITY, NJ 07083						
GAS:	ELIZABETHTOWN GAS JOHN EGGOLT 520 GREEN LANE UNION, NJ 07083						
WATER:	NEW JERSEY AMERICAN WATER BRADLEY COLE 1 WATER STREET CAMDEN, NJ 08102						



FUNDING SOURCE:

## UNION COUNTY



TO CONTACT NJ ONE CALL PRIOR TO THE START OF CONSTRUCTION. CALL FOR MARKOUTS THREE (3) FULL BUSINESS DAYS IN ADVANCE AND BEGIN **EXCAVATION WITHIN 10 DAYS. ALL CONTRACTORS** ON-SITE MUST HAVE THEIR OWN MARKOUT.

THE BOUND VERSION OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OF 2019 (U.S. CUSTOMARY ENGLISH UNITS) AND ALL AMENDMENTS IN THE SUPPLEMENTAL SPECIFICATION FORMAT THERE TO SHALL GOVERN.

THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD ROADWAY CONSTRUCTION TRAFFIC CONTROL BRIDGE CONSTRUCTION DETAILS" BOOKLET DATED 2016 AND "ELECTRICAL BUREAU STANDARD DETAILS, 2007" AND ALL BASELINE DOCUMENT CHANGES MADE TO THESE CONSTRUCTION DETAILS, SHALL GOVERN, EXCEPT FOR THOSE DETAILS CONTAINED HEREIN.

## **BOROUGH OF ROSELLE UNION COUNTY, NEW JERSEY**

**APRIL 2022** 

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	11	LANDSCAPE PLAN
13 CONSTRUCTION DETAILS	12	LANDSCAPE DETAILS
	13	CONSTRUCTION DETAILS

**PROJECT SITE** 

2022 BOARD OF UNION COUNTY COMMISSIONERS:

**REBECCA WILLIAMS, CHAIR** CHRISTOPHER HUDAK, VICE CHAIR JAMES E. BAKER, JR. ANGELA R. GARRETSON SERGIO GRANADOS **BETTE JANE KOWALSKI** 

LOURDES M. LEON ALEXANDER MIRABELLA KIMBERLY PALMIERI-MOUDED

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DATE : <u>SHEET No. :</u> 6-20-2019	JDH         JDH         FJS         AS NOTED           DATE :         SHEET No. :									

	ESTIMATE	<b>OF QUANTITIES</b>								
ITEM NO.	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	BID QUANTITY					
1	CLEARING SITE	LS	1	0	1					
2	EARTHWORK	LS	1	0	1					
3	DENSE GRADED AGGREGATE, 4" THICK	SY	1843	187	2030					
4	CONCRETE PAD, REINFORCED, 6" THICK	SY	32	3	35					
5	PREMIUM LONGLEAF PINE STRAW MULCHING	SY	11506	1154	12660					
6	PARK SIGN	UN	1	0	1					
7	BENCH	UN	6	0	6					
8	TREE IDENTIFICATION SIGNS WITH QR CODE	UN	10	10	20					
9	REGULATORY AND WARNING SIGN	SF	6	4	10					
10	LANDSCAPING	LS	1	0	1					
11	2" LEAF LITTER/COMPOST, TYPE D	SY	11506	1154	12660					
12	TOPSOIL SPREADING, 5" THICK	SY	3558	357	3915					
13	SODDING	SY	703	72	775					
14	FERTILIZING & SEEDING, TYPE A-3	SY	2855	285	3140					
15	IRRIGATION	LS	1	0	1					

### <u>GENERAL NOTES</u>

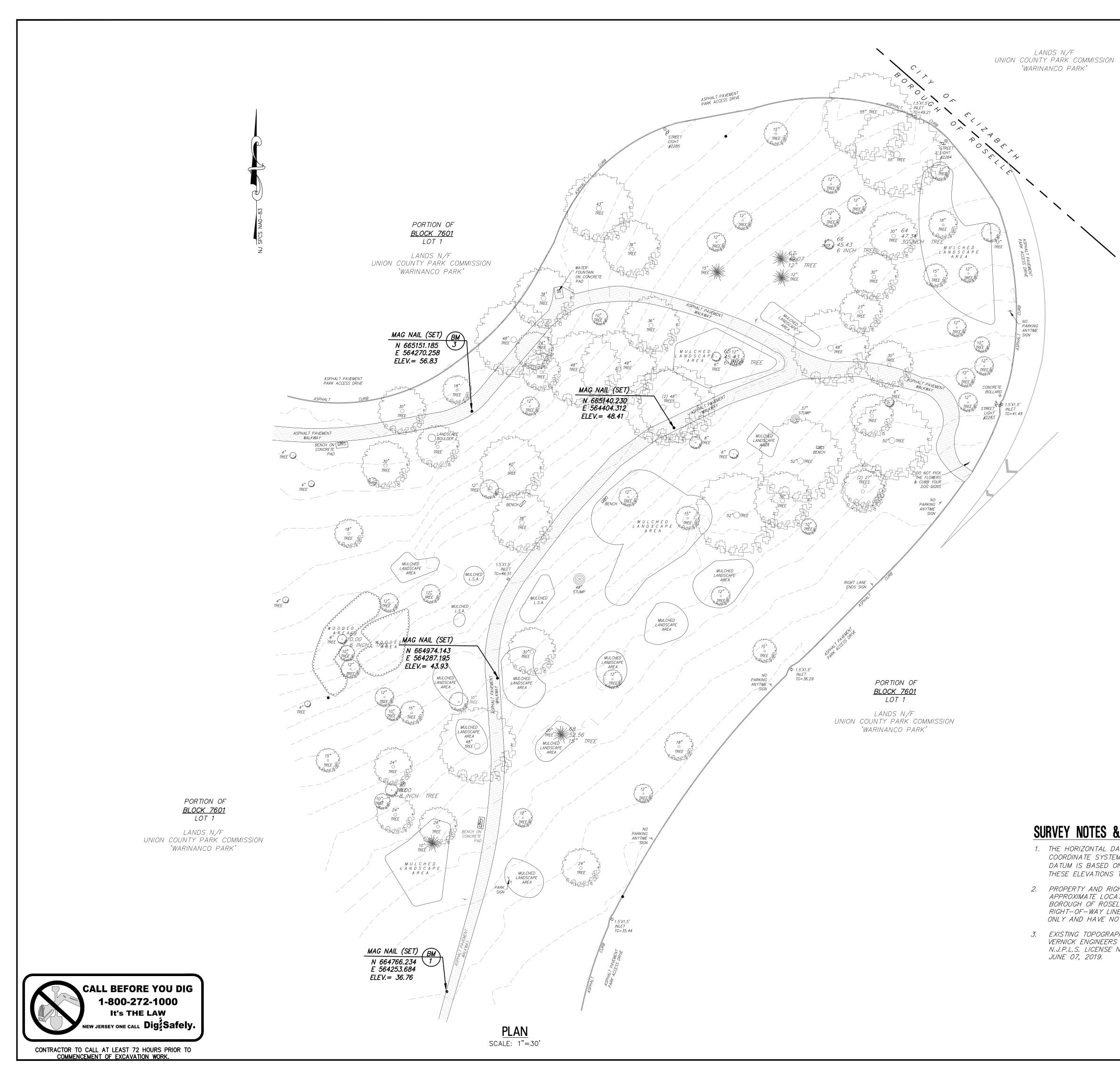
- 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. ANY ERRORS OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- 2. LOCATION OF EXISTING UTILITIES ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.
- 3. THE CONTRACTOR SHALL USE EXCAVATED MATERIALS FOR FILL UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- 4. ALL PAVED AND CONCRETE AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT WHICH EXISTED PRIOR TO THE START OF CONSTRUCTION.
- 5. ALL GRASSED OR WOODED AREAS DISTURBED DURING CONSTRUCTION SHALL BE TOPSOILED AND SEEDED, UNLESS NOTED OTHERWISE ON THE PLANS.
- 6. ALL FILL SHALL BE PLACED IN 8" LOOSE LAYERS, AND COMPACTION OF MATERIAL SHALL BE 95% PROCTOR DENSITY (ASTM D1557). IF BORROW FILL IS REQUIRED, IT SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PRESERVATION OF UNDERGROUND SURFACE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION AND IT SHALL BE AT THEIR OWN EXPENSE TO REPAIR OR REPLACE ANYTHING THAT THEY DAMAGE.
- 8. CONTROL POINTS HAVE BEEN PROVIDED ON THE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE CONTROL POINTS AS SHOWN ON THE PLAN.
- 9. ALL CONSTRUCTION DETAILS NOT SHOWN SHALL BE IN ACCORDANCE WITH N.J.D.O.T. STANDARDS AS DETAILS IN "STANDARD ROADWAY CONSTRUCTION/TRAFFIC CONTROL/BRIDGE CONSTRUCTION DETAILS." INCLUDING ALL APPLICABLE BASELINE DOCUMENT CHANGES AND APPENDICES.
- 10. NO SEPARATE PAYMENT WILL BE MADE FOR FILTER FABRIC WHEN NOTED. ALL COSTS THEREOF SHALL BE INCLUDED IN THE PRICES BID FOR THE VARIOUS ITEMS SCHEDULED WITHIN THE PROPOSAL.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND MUNICIPAL LAWS, ORDINANCES, AND REGULATIONS.
- 12. THE PAY ITEM "EARTHWORK" IS DEFINED AS STRIPPING, GRADING, FILLING, CUTTING AND THE GENERAL MOVEMENT OF TOPSOIL AND/OR EARTH TO PROVIDE FOR THE FINAL GRADES SHOWN ON THE CONTRACT DRAWINGS.
- 13. SEPARATE PAYMENT WILL NOT BE MADE FOR BORROW EXCAVATION, BORROW TOPSOIL OR OVEREXCAVATION OF ANY KIND ASSOCIATED WITH THE PAY ITEM "EARTHWORK" BUT THE COST SHALL BE INCLUDED IN THE PRICE BID FOR EARTHWORK.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THE PLANS AND SPECIFICATIONS. SEPARATE PAYMENT FOR ALL ASSOCIATED COSTS WILL NOT BE MADE, BUT SHALL BE INCLUDED UNDER VARIOUS ITEMS OF THE PROPOSAL.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PAVED CARTWAY FREE AND CLEAR OF SEDIMENT EACH DAY THE WORK PROGRESSES AND AS OFTEN AS NECESSARY TO KEEP A CLEAN BROOM SWEPT CONDITION AND OR AS DIRECTED BY THE ENGINEER.
- 16. PAYMENT FOR OBSTRUCTION REMOVAL, SUCH AS TREE ROOTS AND EXISTING INFRASTRUCTURE, WHICH MAY INTERFERE WITH THE PROPOSED CONSTRUCTION, SHALL BE INCLUDED IN THE ITEM "CLEARING SITE".
- 17. IRRIGATION DESIGN/INSTALLATION SHALL BE PERFORMED BY A NJDEP CERTIFIED LANDSCAPE IRRIGATION CONTRACTOR.

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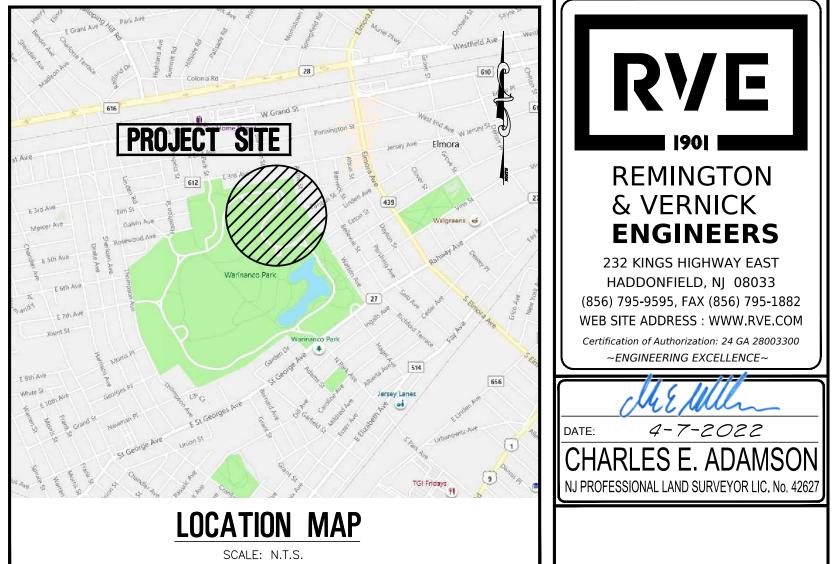
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## **STANDARD LEGEND**

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N.B., S.B. NOR G GUT GR GRA HW HEA H.D.P.E. HIGH INV. INVE IP IRON J.B. JUN PE L.S.T. LANI L.O.M. LIMI	TER TE DWALL H DENSITY POLYETHYLENE PIPE ERT N PIN CTION BOX DSCAPE TIE T OF MILLING	PCPOINT OF CURVATUREPIPOINT OF INFLECTIONPTPOINT OF TANGENCYPKPARKER KAYLON MASONRY NAPROP.PROPOSEDP.V.C.POLYVINYL CHLORIDE PIPEPVCPOINT OF VERTICAL CURVATURPVIPOINT OF VERTICAL INTERSECTPVTPOINT OF VERTICAL TANGENCYRRADIUS	T.B.R.TO BE REMOVEDTCTOP OF CURBRETELTELEPHONETIONTEMP.TEMPORARYTYP.TYPICALU.D.UNDERDRAIN		AZALEA BOROUGH OF ROSELLE
L.O.P. LIMI MB MAIL MAX. MAX MIN. MINI NO. NUM N.T.S. NOT	LBOX XIMUM MUM IBER TO SCALE	R.C.P. REINFORCED CONCRETE PIPE RMC RIGID METALLIC OCNDUIT R.O.W. RIGHT OF WAY R.R. RAILROAD RTE. ROUTE SAN. SANITARY	U.P. UTILITY POLE VAR. VARIES WM WATER METER	DRAWN BY:         DESIGN BY:           JDH         JDH           DATE:         6-20-2019           JOB No.:         2000F016	CHECKED BY:     SCALE:       FJS     AS NOTED       SHEET NO.:       3     Of 13
PERF. PER	FORATED	SWK. SIDEWALK			







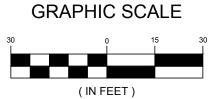
and the fort a fort of a	1901 REMINGTON & VERNICK ENGINEERS 232 KINGS HIGHWAY EAST HADDONFIELD, NJ 08033 (856) 795-9595, FAX (856) 795-1882 WEB SITE ADDRESS : WWW.RVE.COM Certification of Authorization: 24 GA 28003300 ~ENGINEERING EXCELLENCE~
(a)	CHARLES E. ADAMSON NJ PROFESSIONAL LAND SURVEYOR LIC. No. 42627
	PLANS WHICH DO NOT BEAR AN EMBOSSED SEAL ARE NOT VALID.
	ALL DOCUMENTS PREPARED BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO REMINGTON & VERNICK ENGINEERS AND AFFILIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS REMINGTON & VERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR R E S U L T I N G T H E R E F R O M .
	BY CHK
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	TING TOPOGRAPHIC ONDITIONS PLAN UNION COUNTY WARINANCO PARK LEA GARDEN IMPROVEMENTS LEA GARDEN IMPROVEMENTS
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	6-20-2019 JOB No.: 4 of 13

## SURVEY NOTES & REFERENCES:

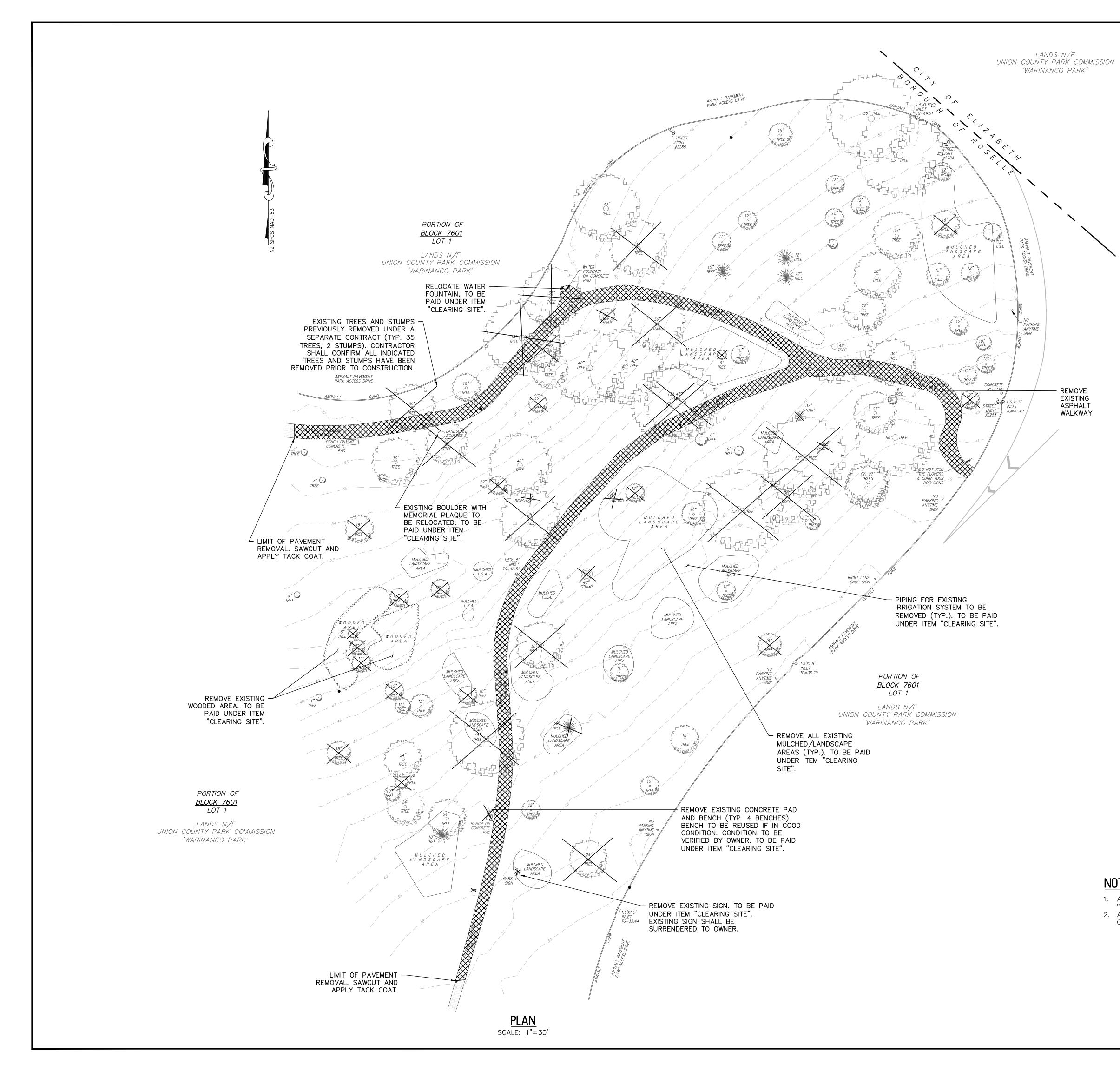
1. THE HORIZONTAL DATUM IS BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD-1983;2011 ADJ.) AND THE VERTICAL DATUM IS BASED ON NAVD-1988; GEOID 2012b (ADD 1.06 FEET TO THESE ELEVATIONS TO CONVERT TO NGVD-1929 DATUM)

2. PROPERTY AND RIGHT-OF-WAY LINES SHOWN ON THESE PLANS ARE APPROXIMATE LOCATIONS BASED ON THE CURRENT TAX MAPS OF THE BOROUGH OF ROSELLE, UNION COUNTY, NEW JERSEY. PROPERTY AND RIGHT-OF-WAY LINES ARE SHOWN FOR GRAPHICAL INFORMATION ONLY AND HAVE NOT BEEN FIELD VERIFIED.

3. EXISTING TOPOGRAPHIC CONDITIONS WERE SURVEYED BY REMINGTON & VERNICK ENGINEERS UNDER THE SUPERVISION OF CHARLES E. ADAMSON, N.J.P.L.S. LICENSE NO. 42627. THE SURVEY WORK WAS COMPLETED ON



1 inch = 30 ft.



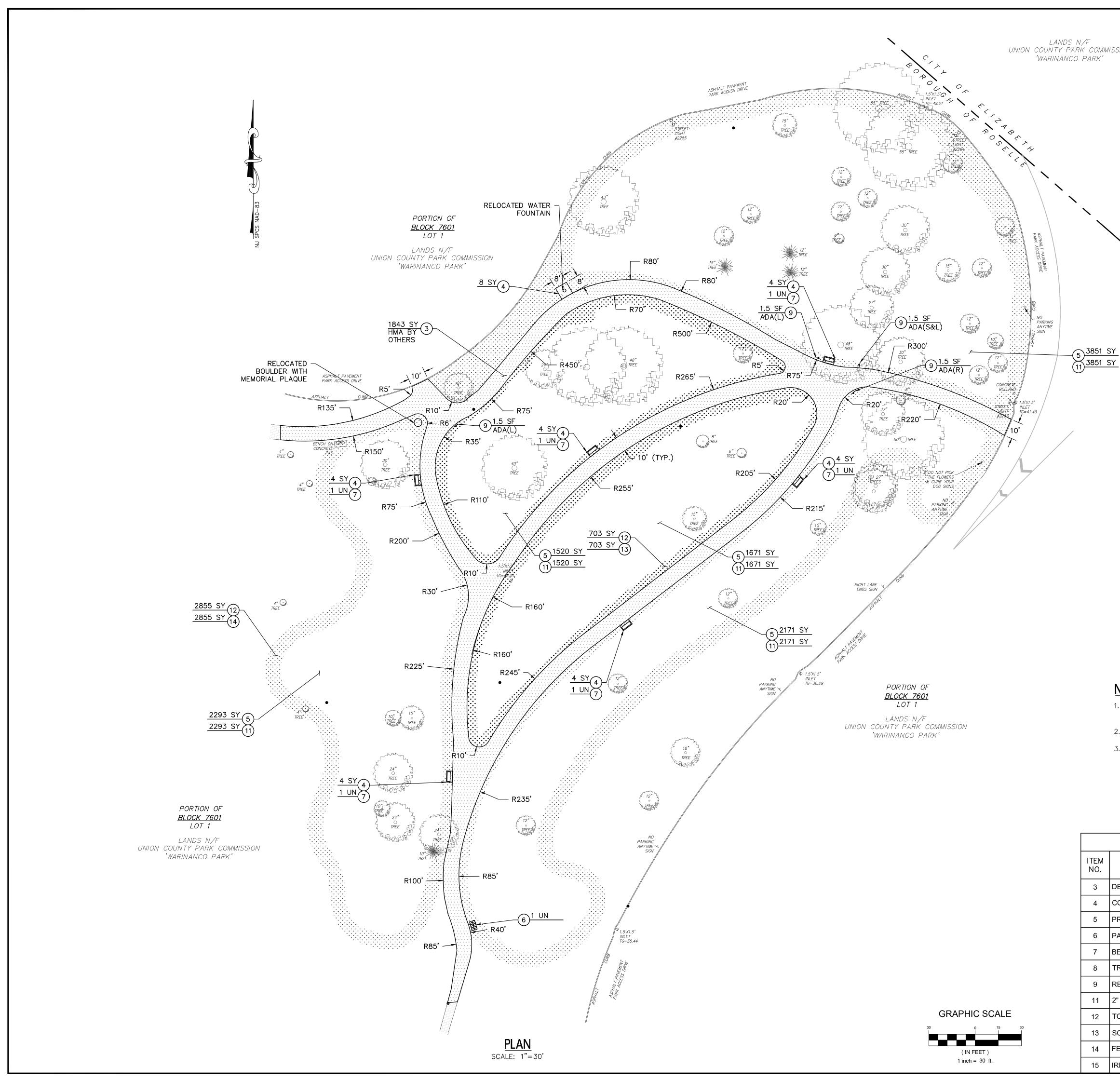
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## NOTES:

- 1. ALL DEMOLITION COSTS SHALL BE INCLUDED IN THE PRICE BID FOR
- "CLEARING SITE".2. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. SEE SOIL EROSION PLAN AND LANDSCAPE PLAN.

**GRAPHIC SCALE** 





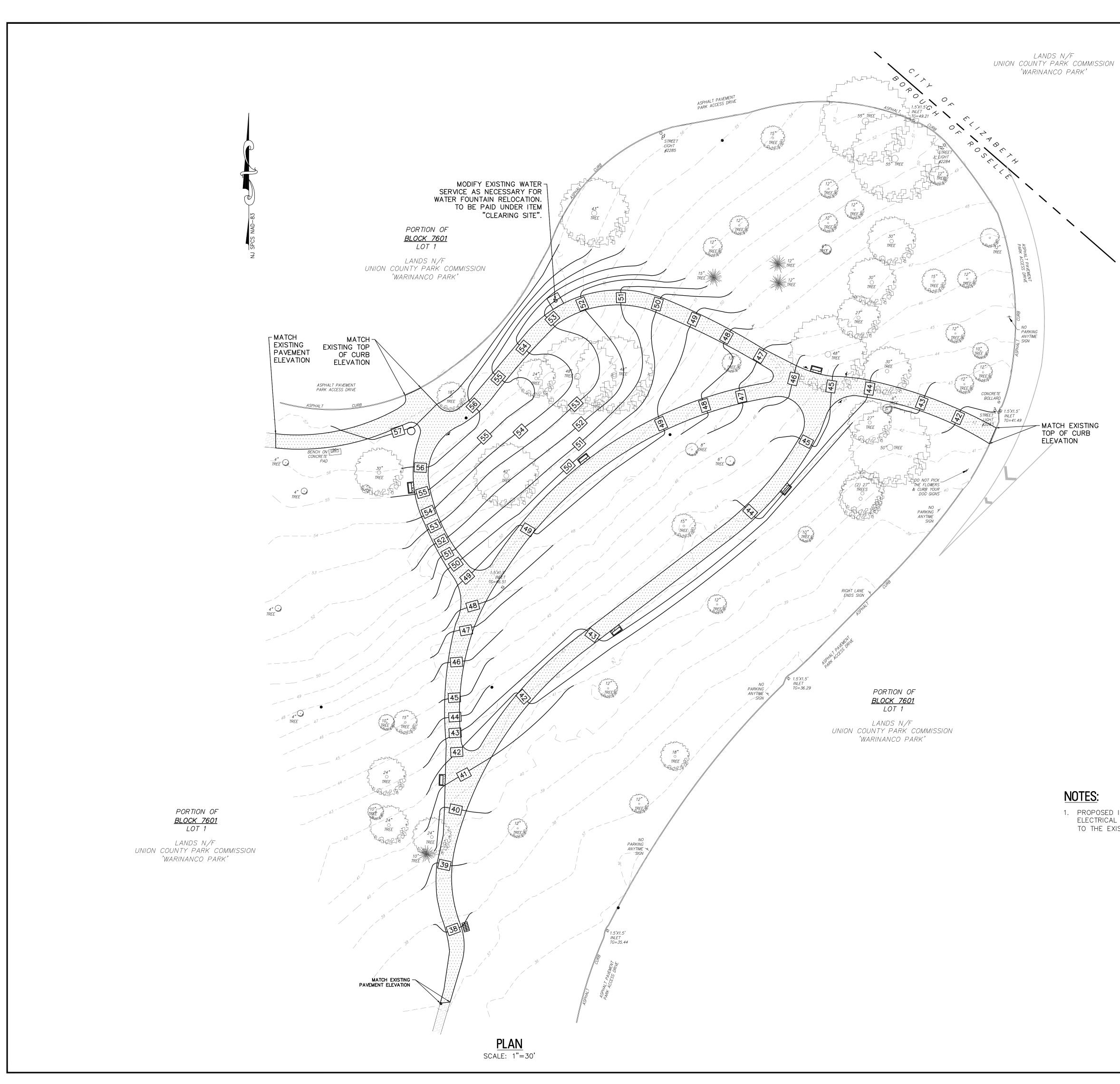
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NOTES:

- 1. ALL EXTERIOR GROUND AREAS NOT OCCUPIED BY STRUCTURES AND PAVEMENT (EXCEPT AREAS INDICATED TO BE UNDISTURBED AND PLANTING BEDS) SHALL BE LAWN AREAS (SEED AND SOD).
- 2. ALL MULCHED, SEEDED AND SODDED AREAS TO BE IRRIGATED (DESIGN/BUILD BY CONTRACTOR). 3. IRRIGATION DESIGN/INSTALLATION SHALL BE PERFORMED BY A NJDEP
- CERTIFIED LANDSCAPE IRRIGATION CONTRACTOR.

	TO BE CONSTRUCTED			PLAN
TEM NO.	DESCRIPTION	UNIT	PLAN QTY.	
3	DENSE GRADED AGGREGATE, 4" THICK	SY	1843	SITE
4	CONCRETE PAD, REINFORCED, 6" THICK	SY	32	S
5	PREMIUM LONGLEAF PINE STRAW MULCHING	SY	11506	
6	PARK SIGN	UN	1	
7	BENCH	UN	6	
8	TREE IDENTIFICATION SIGNS WITH QR CODE	UN	10	
9	REGULATORY AND WARNING SIGN	SF	6	
11	2" LEAF LITTER/COMPOST, TYPE D	SY	11506	
12	TOPSOIL SPREADING, 5" THICK	SY	3558	DRAWN BY : DESIGN BY :
13	SODDING	SY	703	JDH JDH
14	FERTILIZING & SEEDING, TYPE A-3	SY	2855	6-20-2019
15	IRRIGATION	LS	1	<u>JOB No. :</u> 2000F016

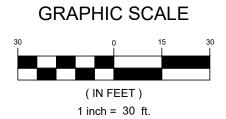
RVE REMINGTON & VERNICK **ENGINEERS** 232 KINGS HIGHWAY EAST HADDONFIELD, NJ 08033 (856) 795-9595, FAX (856) 795-1882 WEB SITE ADDRESS : WWW.RVE.COM Certification of Authorization: 24 GA 28003300 ~ENGINEERING EXCELLENCE~ 1 Xam 4-7-2022 DATE: FRANK J. SENEY JR. NJ PROFESSIONAL ENGINEER LIC. No. 35321 PLANS WHICH DO NOT BEAR AN EMBOSSED SEAL ARE NOT VALID. ALL DOCUMENTS PREPARED BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO REMINGTON & VERNICK ENGINEERS AND AFFILIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR ALL CLAIMS, VERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR R E S U L T I N G T H E R E F R O M . WARINANCO PARK GARDEN IMPROVEMENTS ON COUNTY БA AZAL CHECKED BY : SCALE : FJS AS NOTED SHEET No. : 6 of 13

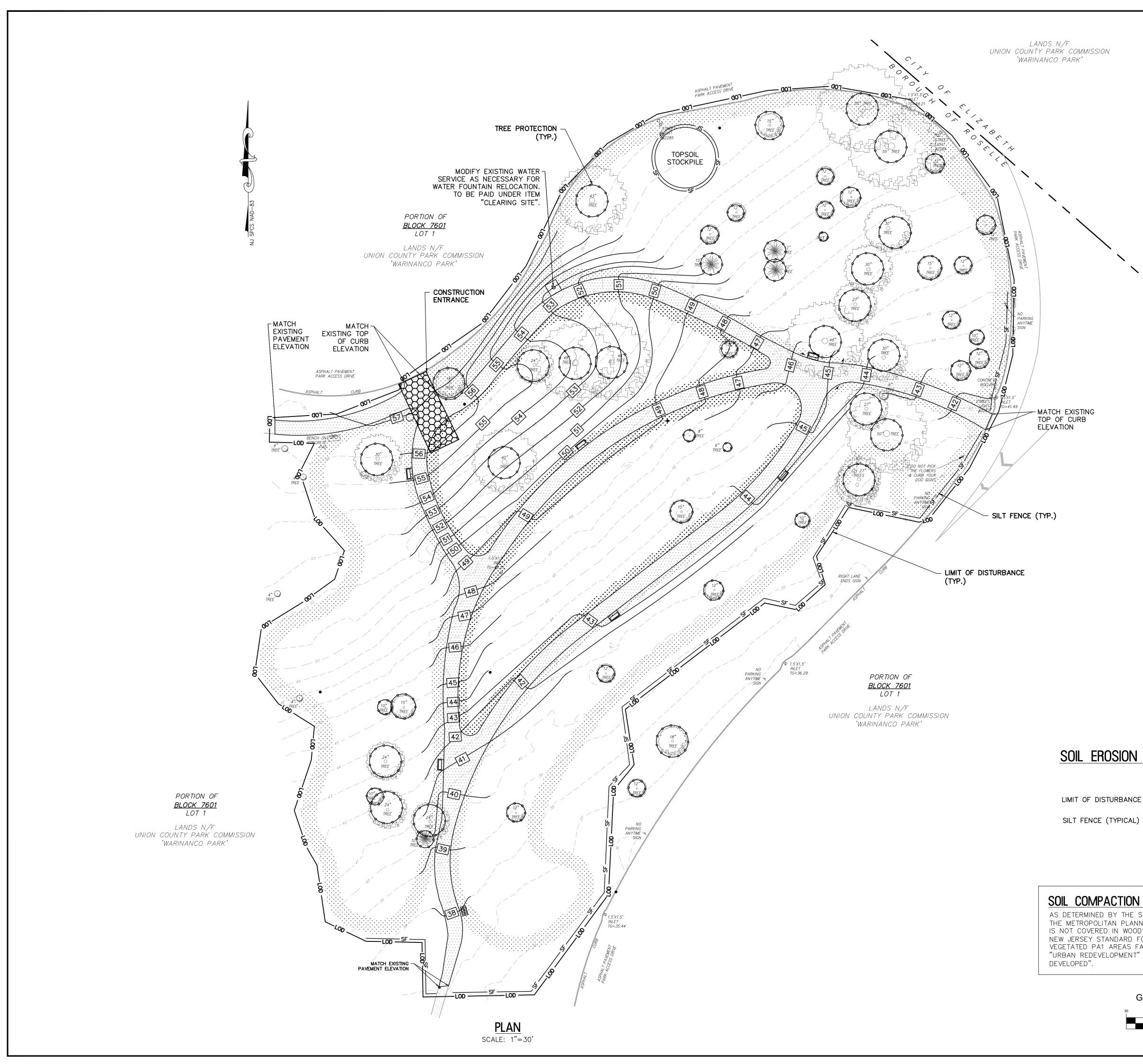


	REMIN & VER ENGI 232 KINGS HI HADDONFIEL (856) 795-9595, F. WEB SITE ADDRES Certification of Authoriz ~ENGINEERING	AGTON NICK NEERS IGHWAY EAST LD, NJ 08033 AX (856) 795-1882 IS : WWW.RVE.COM ISSENERS SENEY JR.
	PLANS WHICH AN EMBOSSED SE/	DO NOT BEAR AL ARE NOT VALID.
	ENGINEERS AND AFFILIAT SERVICE IN RESPECT OF TH INTENDED OR REPRESENTED BY OWNER OR OTHERS ON E OR ON ANY OTHER PROJE WRITTEN VERIFICATION OR A VERNICK ENGINEERS AND A PURPOSE INTENDED WILL BE WITHOUT LIABILITY OR LEGA & VERNICK ENGINEERS AND SHALL INDEMNIFY AND HOL VERNICK ENGINEERS AND A	D BY REMINGTON & VERNICK TES ARE INSTRUMENTS OF HE PROJECT. THEY ARE NOT D TO BE SUITABLE FOR REUSE EXTENSIONS OF THE PROJECT ECT. ANY REUSE WITHOUT DAPTATION BY REMINGTON & FFILIATES FOR THE SPECIFIC E AT OWNERS SOLE RISK AND AL EXPOSURE TO REMINGTON & LE STOSURE TO REMINGTON & FFILIATES; AND OWNER D HARMLESS REMINGTON & FFILIATES FROM ALL CLAIMS, FFILIATES FROM ALL CLAIMS, T H E R E F R O M .
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PROPOSED IRRIGATION SYSTEM TO BE CONNECTED TO EXISTING WATER AND ELECTRICAL SERVICES FROM EXISTING IRRIGATION SYSTEM. ANY MODIFICATIONS TO THE EXISTING SERVICES TO BE PAID UNDER ITEM "IRRIGATION".





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AN E ALL DC ENGIN SERVIC INTENC BY OWI OR ON WRITTE VERNIC PURPO WITHO & VERI SHALL VERNIC DAMAG	N S M B O DOCUMEN EERS A CE IN RE DED OR I NER OR I ANY C EN VERII CK ENGI SE INTE UT LIAB NICK EN INDEMI CK ENGI SES, LO S U L	S S E ITS P AND A SPE REPR OTHE FICAT NEEF SNDEI ILITY NGINI NIFY NEEF SSES	D S REPAF AFFILI CT OF RESENT ERS ON R PRC TION OF RS AND D WILL OR LE EERS / AND H RS AND S AND E	E A AT TF ED JE AN BE GA AN OL AN OL	D BY F ES A E PR TO B XTENS CT. A DAPT FILIA AT O L EXP D AFF D AFF D HAF FILIA PENSE	R E EMIN RE IN OJEC E SUIT BIONS ATION TES F WNER OSUR FILIAT RMLES TES F	ISTR T. TH TABL OF T REUS BY F OR T RS SC E TC ES; SS R ROM ISING	T N UME E FO THE FO THE FO REMI THE S DLE F O REMI AND E MIN 1 ALL G OU	ENTS ARE R RE PRO (ITH NGTO SPEC SPEC SPEC SPEC SPEC SPEC SPEC SPEC	ID. NICK SOF NOT USE IECT OUT DN & CIFIC AND TON NER DN & IMS, SOR
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	SOIL ERUSION & SEDIMENI				UNION COUNTY		WARINANCO PARK	AZALEA GARDEN IMPROVEMENTS		BOROUGH OF ROSELLE UNION COUNTY NEW JERSEY
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## SOIL EROSION & SEDIMENT CONTROL LEGEND

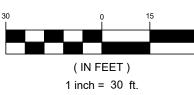
LIMIT OF DISTURBANCE (TYPICAL)

\_\_\_\_LOD \_\_\_\_\_LOD \_\_\_\_\_

## SOIL COMPACTION EXEMPTION NOTE

AS DETERMINED BY THE STATE POLICY MAP, THE PROJECT AREA FALLS WITHIN THE METROPOLITAN PLANNING AREA (PA1). UNDER EXISTING CONDITIONS, THE SITE IS NOT COVERED IN WOODY VEGETATION NOR REGROWTH. IN ACCORDANCE WITH NEW JERSEY STANDARD FOR LAND GRADING (REVISED 2017), NON WOODY VEGETATED PA1 AREAS FALL UNDER THE SOIL COMPACTION EXEMPTION LIST AS A "URBAN REDEVELOPMENT" AND IS DEFINED BY NJDEP AS "PREVIOUSLY

**GRAPHIC SCALE** 



	Somerset-UNIO	n soil erosi	on and se	DIMENT CONTRO	dl notes		
1. 2.	ALL SOIL ERC	SION AND	SEDIMEN	T CONTROL P	RACTICES SHAL	L BE INSTA	) IN WRITING 48 HOURS IN ADVANCE OF ANY LAND DISTURBING ACTIVITY. LLED PRIOR TO ANY MAJOR SOIL DISTURBANCES, OR IN THEIR PROPER
3.	ANY DISTURB	ED AREAS	THAT WIL	L BE LEFT E		THAN 30 DA	AYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE
	OR EQUIVALE	NT MATERI	AL, AT A	RATE OF TW	O (2) TONS PE	R ACRE. AC	A TEMPORARY COVER, THE DISTURBED AREA WILL BE MULCHED WITH STRAW, CCORDING NJ STATE STANDARDS.
4. 5.	FOR PROTECT	ION UNTIL	SEEDING	IS ESTABLISH	HED.		ED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCH WILL BE USED
6.	ALL SUB-BAS	SE COURSE	WILL BE	APPLIED IMM	EDIATELY FOLL	OWING ROUC	GH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZED O UTILITIES ARE PRESENT, THE SUB-BASE SHALL BE INSTALLED WITHIN 15
7.		FOLLOWING	INITIAL [				CRITICAL AREAS SUBJECT TO EROSION (I.E.: STEEP SLOPES, ROADWAY
0	PER ACRE, A	CCORDING	TO THE N	NJ STATE STA	ANDARDS.		WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A RATE OF TWO (2) TONS
8. 9.	GREATER THA	N 3:1).					LED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (I.E. SLOPES $30'X6''$ PAD OF $1-1/2''$ OR 2'' STONE, AT ALL CONSTRUCTION DRIVEWAYS,
	IMMEDIATELY	AFTER INIT	TAL SITE	DISTURBANCE			E STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT
	PERMANENTL	Y ADJUST -	THE SOIL	CONDITIONS .	AND RENDER IT	SUITABLE	GROUND COVER, SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT WILL FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL
11.	IN THE NJSA	4:24-39	ET SEQ.,	REQUIRES TH	IAT NO CERTIFIC	CATE OF OC	PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED. CCUPANCY BE ISSUED BEFORE THE PROVISIONS OF THE CERTIFIED PLAN FOR PERMANENT MEASURES, ALL SITE WORK FOR THE SITE PLANS AND ALL WORK
	AROUND INDI	VIDUAL LOT	'S IN SUE	BDIVISIONS, WI		E COMPLETE	D PRIOR TO THE DISTRICT ISSUING A REPORT OF COMPLIANCE FOR THE
	ANY CHANGEI	D TO THE	CERTIFIED	SOIL EROSIC	ON AND SEDIME	NT CONTROL	JTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONS. L PLAN WILL REQUIRE THE SUBMISSION OF A REVISED SOIL EROSION AND
14	SEDIMENT CO	NTROL STA	NDARDS.				E REVISED PLANS MUST MEET ALL CURRENT NJ STATE SOIL EROSION &
15.	MULCHING TO SEASON PROF	HE NJ S	TANDARD DING.	S IS REQUIRE	D FOR OBTAINI	NG A COND	ITIONAL REPORT OF COMPLIANCE. CONDITIONALS ARE ONLY ISSUED WHEN THE
	THE DEVELOP	ER SHALL	BE RESPO	ONSIBLE FOR		NY EROSION	AN DURING LIFE OF CONSTRUCTION PROJECT. N OR SEDIMENT PROBLEMS THAT ARISE AS RESULT OF ONGOING CONSTRUCTION
18.	HYDRO SEEDI	NG IS A <sup>-</sup>	TWO-STEF	P PROCESS. 1	THE FIRST STEP	INCLUDES	SEED, FERTILIZER, LIME, ETC., ALONG WITH MINIMAL AMOUNTS OF MULCH TO ISUAL INDICATION OF COVERAGE. UPON COMPLETION OF SEEDING OPERATION,
10	LIMITED TO O	PTIMUM SE	EDING DA	TED AS LISTE	ED IN THE NJ S	STANDARDS.	
19.							MUST BE TAKEN DURING ALL DEWATERING OPERATION TO MINIMIZE SOIL WITH THE STANDARD FOR DEWATERING.
<u>BAS</u> 1.	IC COMPACTION		SEEDING,	THE SURFAC	E SHOULD BE S	SCARIFIED 6	" TO 12" INCHES WHERE THERE HAS BEEN SOIL COMPACTION. THIS PRACTICE IS
2.	INSPECT SITE						LITIES (CABLES, IRRIGATION SYSTEMS, ETC.) DMPACTED, THE AREA MUST BE RETILLED AND FIRMED IN ACCORDANCE WITH
3.							D 6" TO 12" INCHES WHERE THERE HAD BEEN SOIL COMPACTION. THIS WILL HE PRACTICE IS PERMISSIBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND
4.	UTILITIES (CA	BLES, IRRIC	GATION S	YSTEMS, ETC.	).		ACT THE INFILTRATION RATE OF THE SOIL. RESTORATION OF COMPACTED SOILS
	INFILTRATION	RATE OF 7	THE DISTU				ATTER MAY BE REQUIRED IN PLANNED PERVIOUS AREAS TO ENHANCE THE IBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND UTILITIES (CABLE,
5.		COMPACTIC	ON OF TH				ILTRATION CAPACITY, BASINS SHOULD BE OVER EXCAVATED WITH LIGHT EARTH RATHER THAN NORMAL RUBBER TIRES. ONCE THE FINAL CONSTRUCTION PHASE
		THE FLOOP	R OF THE	BASIN SHALI			A ROTARY TILLER OR DISC HARROW AND SMOOTHER LOVER WITH A LEVELING
6.	PREVENT ERC	SION. DEEF	> TILLING	CAN BE USE	D TO BREAKUP	CLOGGED	CITY. THESE TILLED AREAS SHOULD BE RE-VEGETATED IMMEDIATELY TO SURFACE LAYERS FOLLOWED BY REGRADING AND LEVELING. SAND OR ORGANIC RED INFILTRATION CAPACITY. SEDIMENT REMOVAL PROCEDURES SHOULD NOT BE
	UNDERTAKEN	UNTIL THE	BASIN IS	S THOROUGHL		P LAYER S	HOULD BE REMOVED BY LIGHT EQUIPMENT TO PREVENT COMPACTION. THE
	<b>ORARY VEGETATIN</b> SITE PREPAR		r soil sta	BILIZATION			
1.1	. GRADE A	S NEEDED		EASIBLE TO ANCHORING.		USE OF C	CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH
1.2	STABILIZA	ATION MEA	ASURES,		PRACTICES OF BASINS, AND \		S SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL
2. 2.1		IMESTONE	AND FE				PPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER
	FOLLOWS			J-20-10 OF	R EQUIVALENI	LBS./100	LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDES) AS
		<u>EXTURE</u> CLAY LO <i>F</i>			TONS/ACRE	LB3.7100 <u>SQ. FT.</u>	
		NIC SOIL	(IVI, 7(IVE)		3	135	
	SANDY	′LOAM, L	OAM, SIL	T LOAM	2	90	
		′SAND, S			1	45	
0.0							T SOILS SOUTH OF THE NEW BRUNSWICK-TRENTON LINE.
2.2	HARROW,	OR OTHE	ER SUITA	ABLE EC	QUIPMENT. TH	E FINAL H	PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRINGTOOTH IARROWING OR DISCING OPERATION SHOULD BE ON THE GENERAL SEEDBED IS PREPARED.
	3. INSPECT	SEEDBED	JUST BE	EFORE SEEDI	ING. IF TRAFFI	C HAS LEF	FT THE SOIL COMPACTED, THE AREA MUST BE RETILLED AS ABOVE. IOULD BE MULCHED ONLY.
3.	SEEDING				SPECIES AND		
3.2	2. APPLY S	EED UNIF	ORMLY E	BY HAND, C	YCLONE(CENT	RIFUGAL) S	SEEDER, DROP SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER. WITH SEED. SEED SHALL BE INCORPORATED INTO THE SOIL BY RAKING
3.3	OR DRAG	GING. DEF	TH OF S	SEED PLACE	MENT MAY BE	1/4 INCH	I DEEPER ON COURSE TEXTURED SOIL. WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL
4.	MULCHING -	MULCHIN	G IS REG	QUIRED ON A			MERGENCE.
4.1	OF 1-1/	2 TO 2 T	ONS PEF	R ACRE (70	TO 90 POUN	IDS PER 1	AW, HAY FREE OF SEEDS, OR SALT HAY TO BE APPLIED AT THE RATE ,000 SQUARE FEET), EXCEPT THAT WHERE A CRIMPER IS USED INSTEAD
	MULCH C	HOPPER-	BLOWERS	S MUST NOT	GRIND THE N	ATERIAL.	ENT), THE RATE OF APPLICATION MUST BE DOUBLE THE LOWER RATE.
4.2	FOR UNI	FORM DIS	STRIBUTIC	ON OF HAN		IULCH, DI\	APPROXIMATELY 75% TO 95% OF THE SOIL SURFACE WILL BE COVERED. VIDE AREA INTO APPROXIMATELY 1,000 SQUARE FEET SECTIONS AND
4.3	3. MULCH A	NCHORING	SHOULI	D BE ACCON	MPLISHED IMM	EDIATELY ,	AFTER PLACEMENT TO MINIMIZE LOSS BY WIND OR WATER. THIS MAY BE N THE SIZE OF THE AREA, STEEPNESS OF SLOPES, AND COSTS.
4	.3.1. PEG	AND TWIN	IE- DRIV	/E 8 TO 10	INCH WOODE	N PEGS TO	O WITHIN 2 TO 3 INCHES OF THE SOIL SURFACE EVERY 4 FEET IN ALL R APPLYING MULCH. SECURE MULCH TO SOIL SURFACE BY STRETCHING
	TWINE TURN	E BETWEEN IS.	N PEGS	IN A CRISSO	CROSS AND A	SQUARE I	PATTERN. SECURE TWINE AROUND EACH PEG WITH TWO OR MORE ROUND
	AREA	S TO BE	MOWED.				ASTIC NETTING TO THE SOIL SURFACE. USE A DEGRADABLE NETTING IN
4	PUSH	I OR CUT	SOME C	OF THE BRÓ	ADCAST LONG	; FIBER ML	IMPLEMENT, SOMEWHAT LIKE A DISC HARROW, ESPECIALLY DESIGNED TO JLCH 3 TO 4 INCHES INTO THE SOIL SO AS TO ANCHOR IT AND LEAVE
л.	CONT	OUR OF S	SLOPES.	STRAW MUL	CH RATE MUS	T BE 3 TO	D AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE ON THE DNS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED. 500 POUNDS PER ACRE MAY BE APPLIED BY A HYDROSEEDER. USE IS
<del>4</del> .4							PERIODS IN SPRING AND FALL.
		al) / 2004					
THIS		XTURE IS					GERMINATES QUICKLY IN ORDER TO REDUCE SOIL EROSION UNTIL A
PERN OFFI		ETATIVE C	OVER C	AN BE COVE	ER ESTABLISH	ED. A MIX	TURE OF EQUAL QUALITY MAY BE SUBSTITUTED IF APPROVED BY OUR
	<u>_%</u> 100%		<u>on name</u> Niai ryi	<u>-</u> EGRASS	BOTANICA	<u>al name</u> um peren	INF
ТНЕ							INE BE FOUR (4) POUNDS/1000 SQUARE FEET OR 160 POUNDS/ACRE.
							E-ATLANTIC REGION ARE $2/15 - 4/30$ and $8/15 - 10/30$ . SUMMER
							OVIDED TO ENSURE SUCCESSFUL GERMINATION.

PERMANENT VEGETATIVE COVER FOR	SOIL STABILIZATION		<b>TOP SOILING</b> TOPSOIL SHOULD BE USED WHERE SOILS A
PREPARATION, SEED 1.2. INSTALL NEEDED E	ING, MULCH APPLICATION, AN EROSION CONTROL PRACTIO	T THE USE OF CONVENTIONAL EQUIPMENT FOR SI ND MAINTENANCE CES OR FACILITIES SUCH AS DIVERSIONS, NTION MEASURES, SEDIMENT BASINS, AND WATERWA	EEDBED WHERE THEY ARE EXTREMELY ACID (LES MILLIMHOS PER CENTIMETER); OR WHERE GRADE VEGETATIVE GROWTH IS DESIRED. YS.
ACRE OR 11 POU		SHALL BE APPLIED AT THE RATE OF 500 POUNE FEET OF 10–20–10 OR EQUIVALENT. APPLY LIME 1 OXIDES) AS FOLLOWS: LBS./1000	
<u>SOIL TEXTURE</u> CLAY, CLAY LOAM, ORGANIC SOIL	AND HIGH 4	,	OF 2.75 PERCENT. ORGANIC MATTER 2. STRIPPING AND STOCKPILING 2.1. FIELD EXPLORATION SHOULD BE MA
SANDY LOAM, LOAM	I, SILT LOAM 3	135	SOIL JUSTIFIES STRIPPING. 2.2. STRIPPING SHOULD BE CONFINED TO
LOAMY SAND, SAND	2	90	2.3. WHERE FEASIBLE, LIME MAY BE AP BRING THE SOIL PH TO 6.5. IN LIEU
PULVERIZED DOL BRUNSWICK-TREN		REFERRED FOR MOST SOILS SOUTH OF THE	PERMANENT VEGETATIVE COVER. NEW 2.4. A 4–6 INCH STRIPPING DEPTH IS C 2.5. STOCKPILES OF TOPSOIL SHOULD B OFF-SITE ENVIRONMENTAL DAMAGE.
DISC, SPRING TOOT OPERATION SHOULD SEEDBED ALL BUT ( THE SEEDBED WHERI	TH HARROW, OR OTHER SU BE ON THE GENERAL CON CLAY OR SILTY SOILS AND ( EVER FEASIBLE.	NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES UITABLE EQUIPMENT. THE FINAL HARROWING OR I NTOUR. CONTINUE TILLAGE UNTIL A REASONABLY U COURSE SANDS SHOULD BE ROLLED IS PREPARED. T	<ul> <li>WITH A</li> <li>2.6. STOCKPILES SHOULD BE VEGETATED</li> <li>DISCING</li> <li>NIFORM</li> <li>O FIRM</li> <li>3.1. GRADE AS NEEDED AND FEASIBLE</li> <li>PREPARATION, SEEDING, MULCH APP</li> </ul>
DEBRIS, SUCH AS W MATERIAL.	IRE, CABLE, TREE ROOTS, PI	INCHES OR LARGER IN ANY DIMENSION. REMOVE ALL ECES OF CONCRETE, CLODS, LUMPS, OR OTHER UNSU	ITABLE BRING SOIL pH TO 6.5 AND INCORF INCHES.
RETILLED AND FIRME 3. SEEDING		AFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MU	JST BE 3.3. IMMEDIATELY PRIOR TO TOPSOIL D THERE HAS BEEN SOIL COMPACTION 3.4. EMPLOY NEEDED EROSION CONTROL CHANNEL STABILIZATION MEASURES,
3.2. APPLY SEED UNIFOR SEEDER, OR HYDRO EXCEPT FOR DRILLE TO A DEPTH OF 1/ INCH DEEPER ON CO	RMLY BY HAND, CYCLONE(C DSEEDER. MULCH SHALL NO D, HYDROSEEDED OR CULTIP 4 TO 1/2 INCH, BY RAKING DURSE TEXTURED SOIL.	CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, CULTIF OT BE INCLUDED IN A HYDRO—SEEDER TANK WITH PACKED SEEDING, SHALL BE INCORPORATED INTO TH G OR DRAGGING. DEPTH OF SEED PLACEMENT MAY E	PACKER4. APPLYING TOPSOILSEED.4.1. TOPSOIL SHOULD BE HANDLED ON STRUCTURE; I.E., LESS THAN FIELDBE 1/44.2. A UNIFORM APPLICATION TO A DEP 4.0 OR LESS OR CONTAINING IRON
SEED-TO-SOIL CON		ERFORMED WITH A CORRUGATED ROLLER WILL ASSURE . AND IMPROVE SEEDING EMERGENCE. NG.	E GOOD SOIL HAVING A pH OF 5.0 OR MORE DUST CONTROL
APPLIED AT THE RA EXCEPT THAT WHER AGENT), THE RATE NOT GRIND THE MAT 4.2. SPREAD UNIFORMLY SURFACE WILL BE APPROXIMATELY 1,00 4.3. MULCH ANCHORING OR WATER. THIS MA AREA, STEEPNESS C 4.3.1. PEG AND TWINE SURFACE EVERY MULCH. SECURE	ATE OF 1 1/2 TO 2 TONS E A CRIMPER IS USED INSTE OF APPLICATION MUST BE D TERIAL. BY HAND OR MECHANICAL COVERED. FOR UNIFORM DIS DO SQUARE FEET SECTIONS A SHOULD BE ACCOMPLISHED I SY BE DONE BY ONE OF THE OF SLOPES, AND COSTS. E- DRIVE 8 TO 10 INCH A 4 FEET IN ALL DIRECTION MULCH TO SOIL SURFACE	L GRAIN STRAW, HAY FREE OF SEEDS, OR SALT HAY PER ACRE (70 TO 90 POUNDS PER 1,000 SQUARE EAD OF A LIQUID MULCH-BINDER (TACKIFYING OR AD OUBLE THE LOWER RATE. MULCH CHOPPER-BLOWERS LLY SO THAT APPROXIMATELY 75% TO 95% OF TH STRIBUTION OF HAND-SPREAD MULCH, DIVIDE ARE, AND DISTRIBUTE 70 TO 90 POUNDS WITHIN EACH SEC IMMEDIATELY AFTER PLACEMENT TO MINIMIZE LOSS B E FOLLOWING METHODS, DEPENDING UPON THE SIZE O WOODEN PEGS TO WITHIN 2 TO 3 INCHES OF TH IS. STAKES MAY BE DRIVEN BEFORE OR AFTER AP BY STRETCHING TWINE BETWEEN PEGS IN A CRISS- JND EACH PEG WITH TWO OR MORE ROUND TURNS.	FEET),Intel PURPOSE OF DOST CONTROL MEAEXPOSED SOIL SURFACES, REDUCE ON TRAFFIC SAFETY.S MUST1.1.MULCHES- REVIEW MULCHING NOTE1.2.VEGETATIVE COVERI.3.SPRAY-ON ADHESIVESA INTOAREAS.CTION.1.4.Y WINDGALLON/ACREOF THEANIONIC ASPHALT EMULSIONLATEX EMULSIONPLYINGRESIN IN WATER
<ul> <li>4.3.2. MULCH NETTING- DEGRADABLE NE</li> <li>4.3.3. CRIMPER(MULCH ESPECIALLY DES INTO THE SOIL S</li> </ul>	- STAPLE PAPER, JUTE, CO TTING IN AREAS TO BE MOW ANCHORING TOOL)- A TRAC IGNED TO PUSH OR CUT SOM SO AS TO ANCHOR IT AND L	TTON, OR PLASTIC NETTING TO THE SOIL SURFACE.	ARROW, INCHES LIMITED STRAW
4.4. WOOD-FIBER OR PA	PER-FIBER MULCH AT THE	NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED. RATE OF 1,500 POUNDS PER ACRE MAY BE APPLIEE _OPES AND DURING OPTIMUM SEEDING PERIODS IN	
TWICE A DAY UNTIL PERFORMED IN ABNO 6. TOP DRESSING	. VEGETATION IS WELL ESTA DRMALLY DRY OR HOT WEATH	SEEDINGS WITH ADEQUATE WATER (A MINIMUM OF 1/ ABLISHED). THIS IS ESPECIALLY TRUE WHEN SEEDING HER OR ON DROUGHTY SITES. *	SIMILAR MATERIAL CAN BE USED TO ARE 1.8. <u>STONE</u> – COVER SURFACE WITH CRU
		N OF FERTILIZER SUCH AS 10-10-10 OR EQUIVALE 1,000 SQUARE FEET BETWEEN SEPTEMBER 1 AND OG	
6.3. MIXTURES DOMINATE		EN MARCH 15 AND MAY 1. DR LEGUMES MAY NOT NEED TOPDRESSING. 38-0-0 PER ACRE OR EQUIVALENT) IS USED IN AI	1. A REPORT OF COMPLIANCE MUST BE OCCUPANCY FROM THE MUNICIPALITY. REPORT OF COMPLIANCE MUST BE MA ODITION (FINAL) AND CONDITIONAL (TEMPORA
TO SUGGESTED FERT	TILIZER, THIS FOLLOW-UP OF	TOP DRESSING IS NOT MANDATORY.	IDENTIFIED. A REPORT OF COMPLIANCE IDENTIFY ALL UNITS AT THE SITE BY BI 2. THE CONTRACTOR SHALL BE RESPONS STORMWATER OUTFALLS OR OFFSITE AS 3. THE CONTRACTOR SHALL REMOVE AN
	APPLICATION IS REQUIRED FOR	PERMANENT STABILIZATION AS INDICATED ON THE SOIL EROSIC	PROJECT SITE. ALL PAVED RIGHT-OF-
COMMON NAME	BOTANICAL NAME	LBS/ACRE (LBS/1,000 SQ. FT.)	
FINE FESCUE (BLEND) HARD FESCUE CHEWINGS FESCUE TALL FESCUE KENTUCKY BLUEGRASS PERENNIAL RYEGRASS	FESTUCA LONGIFOLIA FESTUCA RUBRA FALLAX FESTUCA ARUNDINACEA POA PRATENSIS LOLIUM PERENNE	175 (4.0) 265 (6.0) 45 (1.0) 45 (1.0)	

45 (1.0) THE OPTIMAL SEEDING DATES FOR THIS GRASS MIXTURE FOR USDA ZONE 6B ARE 8/15 - 10/15. SUMMER SEEDING SHALL BE PERFORMED ONLY IF ADEQUATE IRRIGATION IS PROVIDED TO ENSURE SUCCESSFUL GERMINATION.

SPECIAL NOTES

1. TEMPORARY STABILIZATION - ALL EXPOSED AREAS NOT TO BE CONSTRUCTED UPON WITHIN 14 DAYS SHOULD RECEIVE TEMPORARY STABILIZATION. THE TEMPORARY SEEDING MIXTURES SHALL BE ANNUAL RYE GRASS AT A RATE OF 4 POUND PER 1000 SQ. FT. AND LIMED AT A RATE OF 45 LBS. PER 1000 SQ. FT. 2. PERMANENT STABILIZATION - ALL EXPOSED AREAS WHICH ARE TO BE PERMANENTLY VEGETATED SHOULD BE SEEDED WITHIN 7 DAYS OF FINAL GRADING, ACCORDING TO THE PERMANENT SEEDING SPECIFICATIONS.

TOTAL AREA OF DISTURBANCE: <u>3.84 AC</u>

AS DETERMINED BY THE STATE POLICY MAP, THE PROJECT AREA FALLS WITHIN THE METROPOLITAN PLANNING AREA (PA1). UNDER EXISTING CONDITIONS, THE SITE IS NOT COVERED IN WOODY VEGETATION NOR REGROWTH. IN ACCORDANCE WITH NEW JERSEY STANDARD FOR LAND GRADING (REVISED 2017), NON WOODY VEGETATED PA1 AREAS FALL UNDER THE SOIL COMPACTION EXEMPTION LIST AS A "URBAN REDEVELOPMENT" AND IS DEFINED BY NJDEP AS "PREVIOUSLY DEVELOPED".

WHERE SOILS ARE: SANDS, GRAVELY SOILS, CLAYS, SILTY CLAYS, VERY SHALLOW, OR IELY ACID (LESS THAN pH4.0) OR SALTY (COND- ACTIVITY GREATER THAN 1.0 OR WHERE TOPSOIL IS AVAILABLE ON SITE AND ASSURANCE OF IMPROVED RED.

FRIABLE AND LOAMY, FREE OF DEBRIS, OBJECTIONABLE WEEDS AND STONES, AND SUBSTANCE THAT MAY BE HARMFUL TO PLANT GROWTH. A pH RANGE OF 5.0-7.5 IS BLE SALTS SHOULD NOT BE EXCESSIVE (CONDUCTIVITY LESS THAN 0.5 MILLIMHOS PER DIL HAULED IN FROM OFF SITE SHOULD HAVE A MINIMUM ORGANIC MATTER CONTENT DRGANIC MATTER CONTENT MAY BE RAISED BY ADDITIVES.

SHOULD BE MADE TO DETERMINE WHETHER QUANTITY AND/OR QUALITY OF SURFACE PING BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA.

ME MAY BE APPLIED BEFORE STRIPPING AT A RATE DETERMINED BY SOIL TESTS TO TO 6.5. IN LIEU OF SOIL TESTS, SEE LIME RATE GUIDE IN SEEDBED PREPARATION FOR TIVE COVER.

ING DEPTH IS COMMON, BUT MAY VARY DEPENDING ON THE PARTICULAR SOIL. SOIL SHOULD BE SITUATED SO AS NOT TO OBSTRUCT NATURAL DRAINAGE OR CAUSE ENTAL DAMAGE. BE VEGETATED IN ACCORDANCE WITH TEMPORARY SEEDING STANDARDS PREVIOUSLY

AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED NG, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE. TESTED FOR LIME REQUIREMENT AND LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 TO TOPSOIL DISTRIBUTION, THE SURFACE SHOULD BE SCARIFIED 6" - 12" WHERE DIL COMPACTION. DSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES,

TION MEASURES, SEDIMENTATION BASINS, AND WATERWAYS. HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING SOIL SS THAN FIELD CAPACITY. TION TO A DEPTH OF 5 INCHES (UNSETTLED) IS RECOMMENDED. SOILS WITH A pH OF NTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM DEPTH OF 12 INCHES OF

CONTROL MEASURES IS TO PREVENT THE BLOWING AND MOVEMENT OF DUST FROM ES, REDUCE ON-SITE AND OFF-SITE DAMAGE & HEALTH HAZARDS, AND IMPROVE

MULCHING NOTES ABOVE. REVIEW NOTES ON TEMPORARY COVER.

<u>ES</u> – ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS). KEEP TRAFFIC OFF THESE TYPE OF NOZZLE WATER DILUTION <u>APPLY</u>

ION	7:1	COARSE SPRAY	1200
	12.5:1	FINE SPRAY	235
	4:1	FINE SPRAY	300

APPLY ACCORDING TO MANUFACTURERS'S INSTRUCTIONS. MAY AM) – SPRAY ON ALSO BE USED AS AN ADDITIVE TO SEDIMENT BASINS TO AM) – DRY SPREAD FLOCCULATE AND PRECIPITATE SUSPENDED COLLOIDS. SEE SEDIMENT BASIN STANDARD, PAGE 26-1.

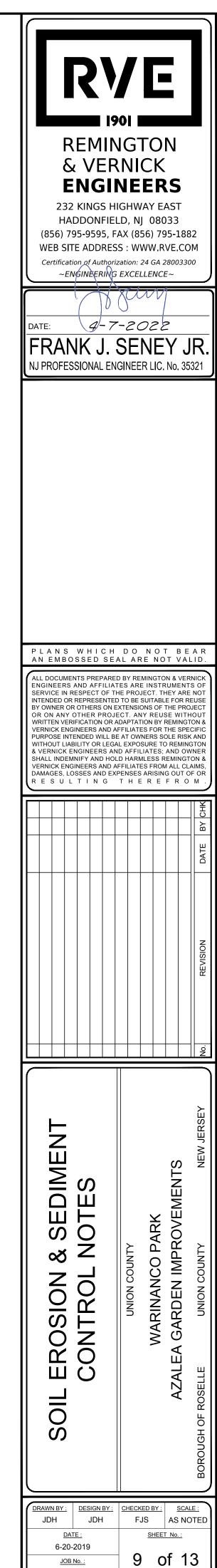
AN SOAP STICK COARSE SPRAY NONE 1200

GHEN SURFACE AND BRING CLODS TO THE SURFACE. THIS IS A E. TEMPORARY RE WHICH SHOULD BE USED BEFORE SOIL BLOWING STARTS. BEGIN PLOWING ON SITE. CHISEL-TYPE PLOWS SPACED ABOUT 12 INCHES APART, AND SPRING-TOOTHED PLES OF EQUIPMENT WHICH MAY PRODUCE THE DESIRED EFFECT. S SPRINKLED UNTIL THE SURFACE IS WET.

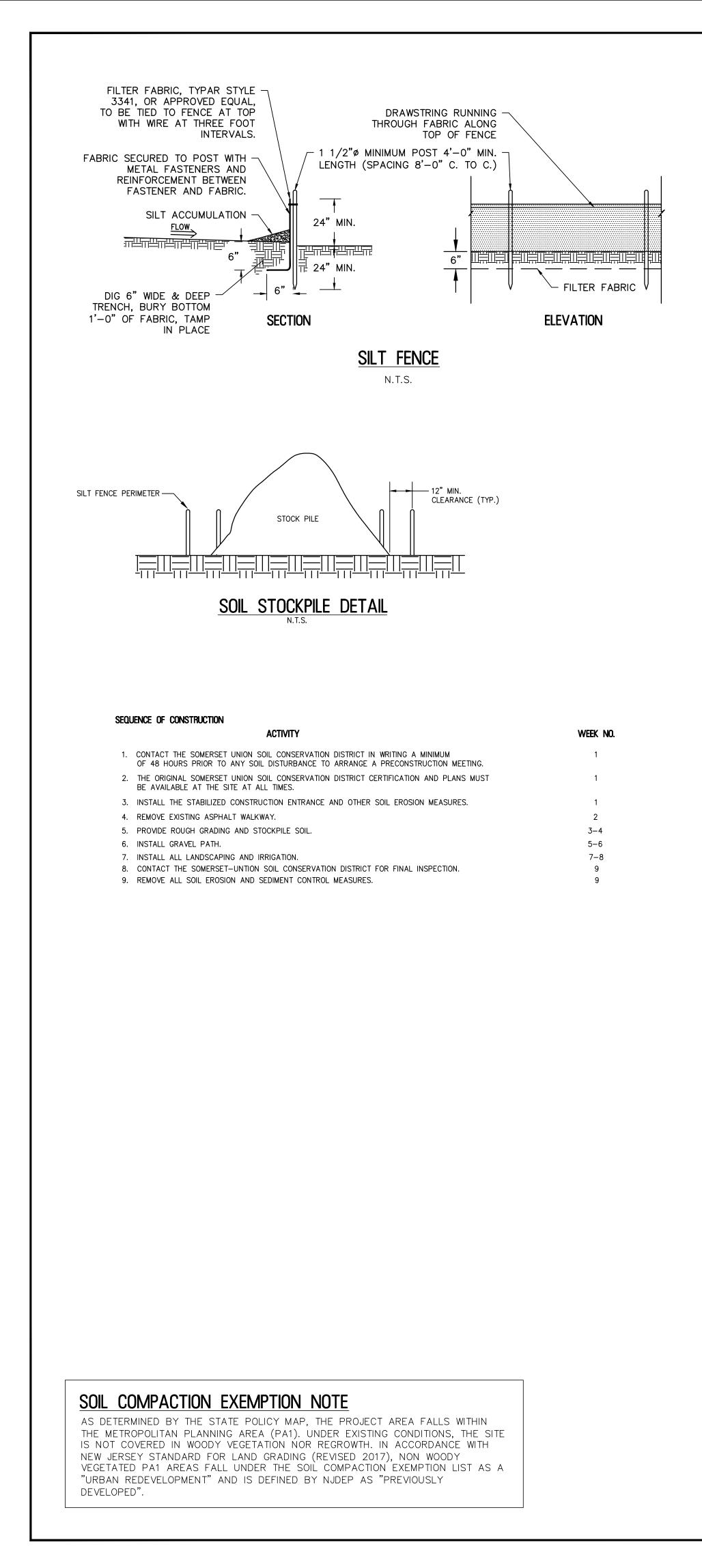
BOARD FENCES, SNOW FENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY AND AN BE USED TO CONTROL AIR CURRENTS AND SOIL BLOWING. RFACE WITH CRUSHED STONE OR COARSE GRAVEL.

NCE MUST BE OBTAINED FROM THE DISTRICT PRIOR TO RECEIVING A CERTIFICATE OF MUNICIPALITY. A REQUEST FOR A DISTRICT INSPECTION FOR THE RELEASE OF A MUST BE MADE 5 WORKING DAYS IN ADVANCE. THIS APPLIES TO BOTH COMPLETE NAL (TEMPORARY) CERTIFICATES. ALL STREETS AND UNITS MUST BE PROPERLY OF COMPLIANCE WILL NOT BE RELEASED FOR A UNIT IF IT CAN NOT BE IDENTIFIED. THE SITE BY BLOCK, LOT, AND STREET ADDRESS. LL BE RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW OR OFFSITE AS A RESULT OF CONSTRUCTION OF THE PROJECT. LL REMOVE ANY SEDIMENT THAT MAY BE SPILLED, DROPPED OR TRACKED OFF THE VED RIGHT-OF-WAYS ADJACENT TO THE PROJECT SITE MUST BE MAINTAINED IN A N THROUGHOUT CONSTRUCTION.

## SOIL COMPACTION EXEMPTION NOTE



2000F016



## STABILIZED CONSTRUCTION EN

N.T.S.

1. WIDTH SHALL BE 20' AND LOCATION SHALL BE THE OWNER. 2. FILTER FABRIC TO BE TYPAR STYLE 3341, OR

NOTE:

ASPHALT BASE CO \*AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER AUTHORITY.

		ON SITE
-		
12" (MIN.)		
		SEL TADEL
P	ERCENT SLOPE OF	LENGTH OF STO
	ROADWAY	COARSE GRAINED SOILS
	0 TO 2%	50 Ft
	2 TO 5%	100 Ft
	>5%	ENTIRE SURFACE STAB

COARSE AGGREGATE -

N.J.D.O.T. SIZE NO.: 2 OR 3

A OF STONE REQUIRED SOILS FINE GRAINED SOILS 50 Ft 100 Ft DSOILS FINE GRAINED SOILS 50 Ft 200 Ft CE STABILIZED WITH HOT MIX BASEC COVERSE, MIX 1-2* 30 OTHER GOVERNING SHALL BE AS DIRECTED BY 3341, OR APPROVED EQUAL.	REMIN & VER ENGI 232 KINGS HI HADDONFIEL (856) 795-9595, F. WEB SITE ADDRES Certification of Authoriz ~ENGINEERING DATE: 4-7 FRANK J.	NEERS IGHWAY EAST LD, NJ 08033 FAX (856) 795-1882 FS : WWW.RVE.COM Fration: 24 GA 28003300
ON ENTRANCE	A N E M B O S S E D S E A ALL DOCUMENTS PREPAREI ENGINEERS AND AFFILIAT SERVICE IN RESPECT OF TH INTENDED OR REPRESENTEL BY OWNER OR OTHERS ON E OR ON ANY OTHER PROJE WRITTEN VERIFICATION OR A VERNICK ENGINEERS AND A PURPOSE INTENDED WILL BE WITHOUT LIABILITY OR LEGA & VERNICK ENGINEERS AND SHALL INDEMNIFY AND HOL VERNICK ENGINEERS AND A	ON COUNTY ANCO PARK EN IMPROVEMENTS ON COUNTY NEW JERSEY A 602022 1141-40 M J T EVISION DATE BY CHM
	DRAWN BY:         DESIGN BY:           JDH         JDH           DATE:         6-20-2019           JOB No.:         2000F016	CHECKED BY: NOTED BOROUGH OF ROSELLE UNI BOROUGH OF ROSELLE UNI BOROUGH OF ROSELLE UNI UNI BIGGRUNICOUPOLE Drawings(C-2000F016.daw



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	A N S E M B O	W H SSE								A R ID.
ALL D ENGIT SERVI INTEN BY OW OR OU WRITT VERNI PURPO WITHO & VER SHALLI VERNI DAMA	OCUMEI NEERS : ICE IN R DED OR INER OR N ANY ( ICK ENG DSE INTI ICK ENG COSE INTI INDEM INICK ENG GES, LO S U L	NTS PF AND A ESPEC REPRI OTHE DTHEF INEER NDEC SILITY ( NGINE NIFY A INEER SSES	REPA AFFII CT O ESEN ERS C S AN ION ( S AN O WIL OR L EERS AND S AN AND	AREL IAT F TH ITED ODIE ODIE DR A ID AI EGA S AN HOL ID AI EXF	D BY ES A TO E TO E CT. DAP1 FILIA AT C L EXI D AF D HA FILIA PENS	REMIN ARE IN COJEC BE SUI SIONS ANY ATES I DWNEI POSUI FILIA RMLE ATES I	NGTO NSTE T. TH TABL S OF REUS NBY I FOR RS SC RE TC TES; SS R FROM RISIN	N & Y RUME HEY / E FO THE F SE W REMIN THE S DLE F O REM AND E MIN G OU	VERI ARE R RE PRO. VITH NGT( SPEC RISK MING OW NGT( . CLA IT OI	NICK S OF NOT EUSE JECT OUT ON & CIFIC AND TON NER ON & NIMS, F OR
										DATE ВУ СНК
										No. REVISION
								MENTS		NEW JERSEY
					UNION COUNTY		WARINANCO PARK	A7AI FA GARDEN IMPROVEMENTS		ROSELLE UNION COUNTY
DRAW K	Т		<u>gn b</u> KT	<u>Y:</u>	CHE	<u>CKED</u>		<u>s</u> AS	SCAL NO	BOROUGH OF
	<u>DAT</u> 6-20-2 JOB 1	2019			1	<u>•</u> 1	<u>SHEET</u>	_	<u>.</u> 1:	3

2000F016

1. ALL EXTERIOR GROUND AREAS NOT OCCUPIED BY STRUCTURES AND PAVEMENT (EXCEPT AREAS INDICATED TO BE UNDISTURBED AND PLANTING BEDS) SHALL 2. ALL MULCHED, SEEDED AND SODDED AREAS TO BE IRRIGATED (DESIGN/BUILD

3. IRRIGATION DESIGN/INSTALLATION SHALL BE PERFORMED BY A NJDEP 4. PROPOSED IRRIGATION SYSTEM TO BE CONNECTED TO EXISTING WATER AND

TO THE EXISTING SERVICES TO BE PAID UNDER ITEM "IRRIGATION".

**GRAPHIC SCALE** (IN FEET)

1 inch = 30 ft.

### **PLANTING NOTES:**

- 1. A COMPLETE LIST OF PLANTS, INCLUDING A SCHEDULE OF QUANTITIES, SIZES, AND OTHER REQUIREMENTS IS SHOWN ON THE PLANT LIST. IN THE EVENT THAT DISCREPANCIES OCCUR BETWEEN THE QUANTITIES OF PLANTS INDICATED IN THE PLANT LIST AND THOSE INDICATED ON THE PLAN, THE PLANT QUANTITIES INDICATED ON THE PLAN SHALL GOVERN.
- 2. NO SUBSTITUTIONS SHALL BE ACCEPTED. EXCEPT WITH WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT OR HIS AGENT.
- 3. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY. ALL PLANTS SHALL HAVE NORMAL, WELL DEVELOPED BRANCHES AND VIGOROUS ROOT SYSTEMS. THEY SHALL BE FREE FROM DEFECTS, DISFIGURING KNOTS, ABRASIONS OF THE BARK, SUNSCALD INJURIES, PLANT DISEASES, INSECT EGGS, BORERS, AND ALL OTHER FORMS OF INFECTIONS. ALL PLANT MATERIAL INSTALLED BETWEEN OCTOBER 15 AND MARCH 15 SHALL BE THOROUGHLY WETTED WITH AN ANTI-TRANSPIRANT UPON DELIVERY OF THE MATERIAL TO THE SITE.
- 4. QUALITY AND SIZE OF PLANT, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1) AS PUBLISHED BY AMERICANHORT. THE TRANSPLANTING AND PLANTING OF TREES AND SHRUBS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "ANSI A300 PART 6: TREE, SHRUB, AND OTHER WOODY PLANT MAINTENANCE-STANDARD PRACTICES (TRANSPLANTING).'
- 5. ALL PLANTS SHALL BE PACKED, TRANSPORTED AND HANDLED WITH UTMOST CARE TO INSURE ADEQUATE PROTECTION AGAINST INJURY AND DEHYDRATION. EACH SHIPMENT SHALL BE CERTIFIED TO BE FREE FROM DISEASES AND INFESTATION. ANY INSPECTION CERTIFICATES REQUIRED BY LAW TO THIS EFFECT SHALL ACCOMPANY EACH SHIPMENT INVOICE OR ORDER OF STOCK, AND ON ARRIVAL, THE CERTIFICATE SHALL BE FILED WITH THE LANDSCAPE ARCHITECT.
- 6. NO PLANT MATERIAL SHALL BE PLANTED BY THE CONTRACTOR UNTIL IT IS INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT OR HIS AGENT AT THE SITE. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF THE MATERIALS. ALL REJECTED MATERIALS SHALL BE IMMEDIATELY REPLACED WITH ACCEPTABLE MATERIAL AT NO ADDITIONAL COST.
- 7. DECIDUOUS AND EVERGREEN TREES SHALL BE FIELD ADJUSTED TO MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET FROM ANY OVERHEAD UTILITY WIRES AND/OR UNDERGROUND UTILITIES.
- 8. DECIDUOUS AND EVERGREEN TREES SHALL BE PLANTED AT LEAST TWO (2) FEET FROM ANY CURBING, PAVING, OR SIDEWALK. WHENEVER POSSIBLE THIS DIMENSION SHOULD BE INCREASED TO FOUR (4) FEET. ALL PLANTINGS, EXCEPT GROUND COVERS, SHOULD BE PLANTED AT LEAST TWO (2) FEET FROM ANY BUILDING AND FIVE (5) FEET FROM ABOVE AND BELOW GROUND UTILITIES.
- 9. PLANTING MIXTURE SHALL CONSIST OF 70%% EXISTING SOIL FROM THE PLANTING SITE AND 30% HUMUS OR MUSHROOM SOIL. PRIOR TO USING EXISTING TOPSOIL, REMOVE ALL FOREIGN DEBRIS AND ALL ROCKS OR STONES LARGER THAN 2 INCHES. EACH CUBIC YARD SHALL BE ADDED AND INCORPORATED BY THOROUGHLY MIXING, FOUR POUNDS OF COMMERCIAL FERTILIZER HAVING AN ANALYSIS OF 6-6-6.
- 10. ALL PLANTS (B&B OR CONTAINER) SHALL BE PROPERLY IDENTIFIED BY WEATHERPROOF LABELS AND SECURELY ATTACHED THERETO BEFORE DELIVERY TO THE PROJECT SITE. LABELS SHALL IDENTIFY THE PLANTS BY COMMON NAME, BOTANICAL NAME AND SIZE. LABELS SHALL NOT BE REMOVED UNTIL FINAL INSPECTION BY THE LANDSCAPE ARCHITECT.
- 11. CONTRACTOR SHALL SCALE PLANT LOCATIONS FROM THE PLANS AND STAKE LOCATIONS ON-SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT OR HIS AGENT.
- 12. ALL SEEDED AREAS THAT DO NOT SHOW A PROMPT UNIFORM GERMINATION SHALL BE RESEEDED BY THE LANDSCAPE CONTRACTOR AT INTERVALS OF 45 - 60 DAYS, UNTIL A GOOD GROWTH IS ESTABLISHED OVER THE ENTIRE LAWN AREA.
- 13. ALL PLANT BEDS SHALL BE MULCHED WITH DOUBLE SHREDDED HARDWOOD BARK MULCH OR OTHER MATERIAL APPROVED BY THE LANDSCAPE ARCHITECT. THE LIMIT OF THE MULCH FOR TREES SHALL EXTEND 12 INCHES BEYOND THE PLANTING HOLE, AND FOR SHRUBS AND BEDS, THE ENTIRE SHRUB OR BED AREAS AS INDICATED ON THE PLAN OR APPROVED IN THE FIELD. NO MULCH SHALL BE PLACED WITHIN THREE (3) INCHES OF THE TRUNK OR TRUNK FLARE. NO SEPARATE PAYMENT SHALL BE MADE FOR MULCH, BUT THE COST SHALL BE INCLUDED IN VARIOUS ITEMS OF THE PROPOSAL.
- 14. ALL PLANTING BEDS SHALL BE ROTOTILLED TO A DEPTH OF TEN (10) INCHES PRIOR TO ANY PLANTING. ALL STONES, WIRE, CONCRETE AND UNSUITABLE MATERIALS SHALL BE REMOVED. ALL SHRUB PLANTINGS SHALL BE INSTALLED IN MULCHED PLANTING BEDS EXTENDING AT LEAST TWO (2) FEET FROM THE PLANTS OR AS INDICATED ON THE APPROVED PLANS.
- 15. PLANTING BEDS SHALL BE THOROUGHLY EXCAVATED, AND BACKFILLED WITH THE PLANT MIXTURE DESCRIBED IN 9 ABOVE. ALL PAVEMENT SUB-BASE AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE ISLAND PLANTING BEDS UNTIL THE VIRGIN SOIL IS REACHED.
- 16. IT IS UNDERSTOOD THAT THE OWNER SHALL ASSUME THE RESPONSIBILITY FOR WATERING ALL PLANT MATERIAL AND LAWN AREAS BEYOND THE GUARANTEE PERIOD FROM COMMENCING WITH THE DATE OF FINAL ACCEPTANCE
- 17. ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN VIGOROUS GROWING CONDITION. ALL PLANTS SHALL BE GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF TWO (2) YEARS FROM THE COMPLETION DATE OF INSTALLATION. ANY PLANT MATERIAL THAT IS 25% DEAD OR MORE SHOULD BE CONSIDERED DEAD AND MUST BE REPLACED. A TREE SHOULD BE CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK OR WHEN 25% OF THE CROWN IS DEAD. REPLACEMENT SHALL BE MADE AT THE BEGINNING OF THE FIRST SUCCEEDING PLANTING SEASON. ALL REPLACEMENTS SHALL HAVE A GUARANTEE EQUAL TO THAT STATED ABOVE.
- 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES BEFORE EXCAVATING.
- 19. THE LANDSCAPE ARCHITECT OR HIS AGENT SHALL BE NOTIFIED OF ANY RELOCATION OF PLANTS MADE NECESSARY BY UTILITIES OR OTHER EXISTING FEATURES PREVENTING THE CONTRACTOR FROM IMPLEMENTATION OF THE PLANTING PLAN AS DRAWN. SUCH NOTIFICATION SHALL BE MADE BEFORE THE FIELD CHANGE IS CARRIED OUT.
- 20. PLANT MATERIAL SHALL BE FURNISHED AND INSTALLED AS INDICATED INCLUDING ALL LABOR, MATERIALS, PLANTS, AND EQUIPMENT, INCIDENTALS AND CLEAN UP.
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AT THE CORRECT GRADES AND ALIGNMENT. SET ALL PLANTS PLUMB AND STRAIGHT. SET SHRUBS AT SUCH A LEVEL THAT. AFTER SETTLEMENT. A NORMAL OR NATURAL RELATIONSHIP TO THE CROWN OF THE PLANT WITH THE GROUND SURFACE WILL BE ESTABLISHED OR A MINIMUM OF TWO (2) INCHES ABOVE THE FINISHED GRADE. FOR TREE PLANTINGS, THE CONTRACTOR SHALL LOCATE THE HIGHEST ROOT FLARE PRIOR TO DIGGING THE PLANTING HOLE. THE PLANTING HOLE SHALL BE EXCAVATED TO A DEPTH THAT ENSURES THE TRUNK FLARE IS VISIBLE AND THAT THE HIGHEST ROOT FLARE IS FLUSH WITH EXISTING GRADE. TREES PLANTED LOWER OR HIGHER WILL BE REJECTED. LOCATE ALL PLANTS IN THE CENTER OF THE PIT
- 22. CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF THE PLANT MATERIAL.
- 23. INSOFAR AS PRACTICABLE, PLANT MATERIALS SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT STOCK NOT PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED LONGER THAN A TWO (2) DAY PERIOD AFTER DELIVERY.
- 24. PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTABLE LOCAL PRACTICE.
- 25. ALL NON-BIODEGRADABLE ROOT WRAPPINGS (INCLUDING WIRE BASKETS) ARE TO BE REMOVED COMPLETELY BEFORE PLANTING.
- 26. EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS. SHEARS ARE TO BE STERILIZED BETWEEN TREES.
- 27. ALL INJURED ROOTS SHALL BE PRUNED BEFORE PLANTING, AND OBVIOUS GIRDLING ROOTS REMOVED, PRUNED OR EXTENDED AS APPROPRIATE. IT IS ADVISABLE TO PRUNE BRANCHES WHICH CROSS. THE MAIN LEADER OF DECIDUOUS TREES SHOULD NOT BE CUT BACK. LONG SIDE BRANCHES MUST BE SHORTENED
- 28. TREES ARE TO BE SUPPORTED IMMEDIATELY AFTER PLANTING IF CONDITIONS MERIT. TREES SIX (6) INCHES AND OVER IN CALIPER SHALL BE GUYED. SMALLER TREES SHALL BE STAKED. GUYING WIRES AND STAKES SHALL BE AS INDICATED.
- 29. UNLESS OTHERWISE NOTED, ALL DECIDUOUS AND EVERGREEN TREES SHALL HAVE A SINGLE TRUNK. 30. DECIDUOUS AND EVERGREEN TREES WHICH ARE B&B SHALL BE DRUM LACED IN LIEU OF WIRE BASKETS.

GALVANIZED 12 GAUGE GUYING WIRE -----WITH 2" GARDEN HOSE AROUND TREE TRUNK. (PROVIDE IF CONDITIONS MERIT)

CUT & REMOVE TWINE, ROLL BACK ----BURLAP, AND KEEP TOP OF BALL AT ELEVATION OF FINISHED GRADE. (REMOVE SYNTHETIC WRAP & TWINE COMPLETELY.)

2" X 2" X 24" STAKES — DRIVE INTO UNDISTURBED SOIL. 3 STAKES REQUIRED SET 120° APART (PROVIDE IF CONDITIONS MERIT)

FINISHED GRADE -

4" HIGH SAUCER BERM FOR WATER RETENTION.

4" LAYER OF COARSE ORGANIC MULCH.

A MINIMUM THICKNESS OF 12" OF PLANTING MIX SHALL SURROUND THE ROOT BALL CROWN TO ALLOW FOR COMPACTION.

UNDISTURBED SUBGRADE -

PRUNE BROKEN, DAMAGED, OR-

CHAINLOCK GUYING OR APPROVED -EQUAL (PROVIDE IF CONDITIONS

KNOTCHED 2" X 2" HARDWOOD -STAKE TO BE 1/2 TO 2/3 THE HEIGHT OF THE TREE, MEASURED FROM THE GROUND UP (PROVIDE IF CONDITIONS MERIT) \*

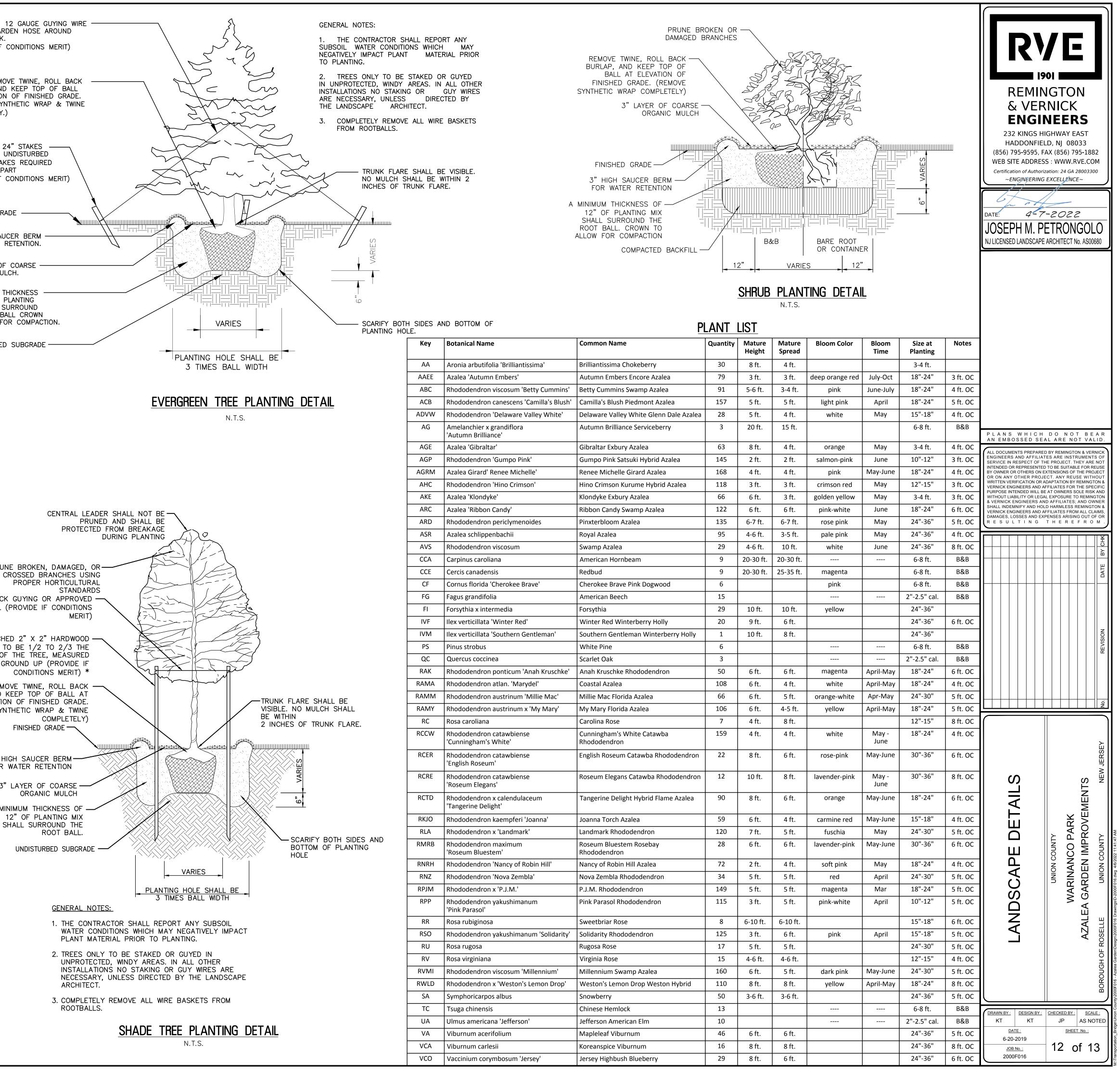
CUT & REMOVE TWINE, ROLL BACK -BURLAP, AND KEEP TOP OF BALL AT ELEVATION OF FINISHED GRADE. (REMOVE SYNTHETIC WRAP & TWINE

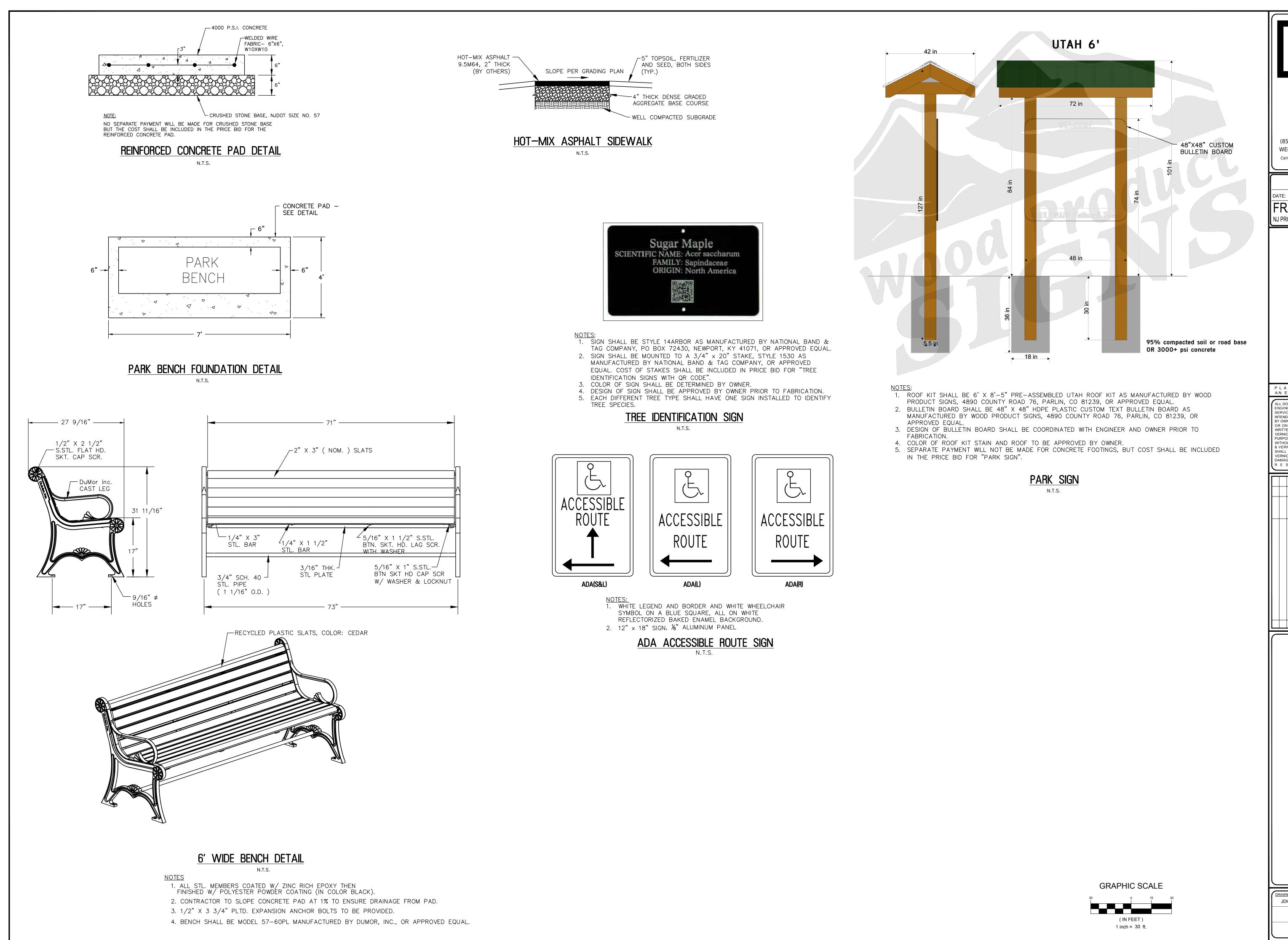
FINISHED GRADE

6" HIGH SAUCER BERM-FOR WATER RETENTION

> 3" LAYER OF COARSE -----ORGANIC MULCH

A MINIMUM THICKNESS OF 12" OF PLANTING MIX SHALL SURROUND THE





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