



# COUNTY OF UNION

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

## MEMORANDUM

BOARD OF  
CHOSEN FREEHOLDERS

**TO:** All Potential Bidders

ALEXANDER MIRABELLA  
*Chairman*

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

ANGELA R. GARRETSON

**DATE:** December 18, 2020

SERGIO GRANADOS

CHRISTOPHER HUDAK

**RE:** CLARIFICATION - NUMBER 2  
**REHABILITATION OF KENILWORTH  
BOULEVARD DAM  
(AKA LENAPE PARK DAM)  
TOWNSHIPS OF CRANFORD, KENILWORTH  
AND SPRINGFIELD,  
COUNTY OF UNION, NEW JERSEY  
BA#02-2021; UNION COUNTY ENGINEERING  
PROJECT #2016-044**

BETTE JANE KOWALSKI

KIMBERLY PALMIERI-MOUDED

ANDREA STATEN

REBECCA WILLIAMS

EDWARD T. OATMAN  
*County Manager*

AMY C. WAGNER  
*Deputy County Manager*

BRUCE H. BERGEN, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE, RMC  
*Clerk of the Board*

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

This is a response to questions received for the above referenced project.

**Question 1:** Item 1.2, Item G in the Clearing section of the specification, Section 02230-1 it states that all trees 6" diameter and larger shall be cut in six foot lengths and stored on the property. To clarify, does property means with in the ROW of the project?

**Response 1:** The term property means within the limits of disturbance for the project site. The location of the six-foot cut trees will be temporary and can be determined in the field during construction. Eventually all materials accumulated by clearing the site shall be disposed of off-site by the contractor as part of the work for Site Clearing, Tree Removal.

**Question 2:** For the post and rail fence with round cedar rails, which would govern, posts 8' OC with dowel end rails or posts 7.5' OC with paddle end rails?

**Response 2:** Round cedar wood rails with dowel ends and posts 8' OC shall be used for the project.

### DIVISION OF ENGINEERING



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

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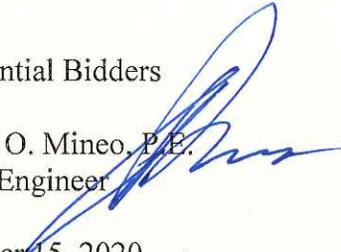
BRUCE H. BERGEN, ESQ.  
*County Counsel*

JAMES E. PELLETTIERE, RMC  
*Clerk of the Board*

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

## MEMORANDUM

**TO:** All Potential Bidders

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

**DATE:** December 15, 2020

**RE:** CLARIFICATION - NUMBER 1  
REHABILITATION OF KENILWORTH  
BOULEVARD DAM (AKA LENAPE PARK DAM)  
TOWNSHIPS OF CRANFORD, KENILWORTH  
AND SPRINGFIELD,  
COUNTY OF UNION, NEW JERSEY  
BA#02-2021; UNION COUNTY ENGINEERING  
PROJECT #2016-044

This is a response to questions received for the above referenced project.

- Question 1:** Can you clarify the specs for the post and rail fence?
- Are the rails proposed to be split rails or round?
  - Industry standard rail length for split rail is 11' but detail shows posts 8' OC
  - The detail does not show the post on existing grade at the bottom of the hole. Are the posts to be backfilled with material other than existing soil?

**Response 1:**

- Round cedar wood rails shall be used post and rail fencing.
- The post and rail fencing shall be 8' OC.
- The post shall be backfilled with existing soil. No other materials are to be used.

DIVISION OF ENGINEERING

2325 South Avenue

Scotch Plains, NJ 07076

(908)789-3690

fax(908)789-3674

www.ucnj.org

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# COUNTY OF UNION

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

## BOARD OF CHOSEN FREEHOLDERS

ALEXANDER MIRABELLA  
*Chairman*

ANGELA R. GARRETSON

SERGIO GRANADOS

CHRISTOPHER HUDAK

BETTE JANE KOWALSKI

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*County Counsel*

JAMES E. PELLETIERE, RMC  
*Clerk of the Board*

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

**Question 2:** Note --x----x---- on the legend on the plan sheets indicate snow fence on both sides of the path. Is this correct or is this supposed to denote the location for the post & rail fence.

**Response 2:** The snow fence indicated on the legend is not correct and should have been labeled post & rail fence. The --x----x---- on the plan indicates the location of the post & rail fence.

**Question 3:** Can the trees to be cleared chipped and those chips spread and left on site or do all the trees and chips have to be removed from the site.

**Response 3:** All cleared trees and chips shall be removed from the site per the requirements of the regulatory permitting agencies.

**Question 4:** Can the stumps over 6" be ground below grade instead of excavating out?

**Response 4:** All stumps over 6" shall be excavated out as specified on construction documents per the requirements of the regulatory permitting agencies.

**Question 5:** Can the path be closed to the public during construction?

**Response 5:** The path within the limits of the project area shall be closed to the public for the duration of the project.

## DIVISION OF ENGINEERING

**SPECIFICATIONS**  
**REHABILITATION OF KENILWORTH BOULEVARD DAM**  
**(AKA LENAPE PARK DAM)**  
**TOWNSHIPS OF CRANFORD, KENILWORTH AND**  
**SPRINGFIELD, COUNTY OF UNION, NEW JERSEY**  
**BA#02-2021; UNION COUNTY ENGINEERING PROJECT #2016-044**

**NOVEMBER 2020**

**UNION COUNTY OFFICIALS**  
**BOARD OF CHOSEN FREEHOLDERS**

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

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

**COUNTY MANAGER**  
Edward T. Oatman

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

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

**COUNTY ENGINEER**  
**DIVISION OF ENGINEERING**

Thomas O. Mineo, P.E.

**Prepared by:**  
Mott McDonald  
412 Mt. Kemble Avenue, Suite G22  
Morristown, New Jersey, 07960

**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 **January 6, 2021 at 11:30 a.m.**, prevailing time, in the **6th Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

**REHABILITATION OF KENILWORTH BOULEVARD DAM  
(AKA LENAPE PARK DAM)  
TOWNSHIPS OF CRANFORD, KENILWORTH AND SPRINGFIELD,  
COUNTY OF UNION, NEW JERSEY  
BA#02-2021; UNION COUNTY ENGINEERING PROJECT #2016-044**

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

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

\*\*\*Public access to the County of Union Administration Building is currently restricted during the statewide public health emergency. Accordingly there will not be an in-person public opening but instead will be conducted live and streamed via the County of Union live streaming platform which will feature both audio and video capabilities. A link will be provided on the day of the opening at <https://ucnj.org/>.

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

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.

\*\*\*Entire bid packages received will be scanned and available for public inspection on the portal, <http://ucnj.org/itb>, as they would be available for public inspection after an in-person bid opening. Bidders are reminded to review their submissions for any information they consider to be confidential. The County will not be responsible for the release of any information contained in the bid package which may be subject to confidentiality.

**MICHELLE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING**

**UNION COUNTY BOARD  
OF CHOSEN FREEHOLDERS**  

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**REHABILITATION OF KENILWORTH BOULEVARD DAM  
(AKA LENAPE PARK DAM)  
TOWNSHIPS OF CRANFORD, KENILWORTH AND SPRINGFIELD, COUNTY OF UNION, NEW JERSEY  
BA#02-2021; UNION COUNTY ENGINEERING PROJECT #2016-044  
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- Non-Collusion Affidavit
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- Americans with Disabilities Act
- Statement of Bidder's Qualifications
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- Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders
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**UNION COUNTY BOARD OF CHOSEN FREEHOLDERS  
INSTRUCTIONS TO BIDDERS AND FORMS**

**DEFINITIONS**

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

**OWNER/COUNTY:**

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

**ADDRESS INQUIRIES TO:**

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

**ADDRESS BIDS AND SUBMIT TO:**

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

**TITLE OF PROJECT:**                    **Rehabilitation of Kenilworth Boulevard Dam (AKA Lenape Dam); Townships of Cranford, Kenilworth, and Springfield, County of Union, New Jersey; BA#02-2021; Union County Engineering Project #2016-044**

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

**ENGINEER:** Mott MacDonald

Kevin K. Nollstadt, P.E., C.F.M.  
Mott MacDonald  
412 Mount Kemble Avenue, Suite G22  
Morristown, NJ 07960  
Office: (908) 238-5037  
Email: [kevin.nollstadt@mottmac.com](mailto:kevin.nollstadt@mottmac.com)

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

**COUNTY ENGINEER:**

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

**CONSTRUCTION MANAGER:**

**GENERAL SPECIFICATIONS**

**1. BID FORM**

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

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

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

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

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

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

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant

to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contractor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 37, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

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

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

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

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

The County reserves the right to reject any or all bids and also reserves the right to waive any minor informalities or non-material exceptions in the bids.

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

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

## **2. WITHDRAWAL OF BID DUE TO MISTAKE**

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

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

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

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

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

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

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

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

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

All Addenda issued through the Office of the Division of Purchasing are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

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

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

## **5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS**

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

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

## **6. BID AND PERFORMANCE GUARANTEE**

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

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the

payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials Bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

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

*N.J.S.A. 40A:11-1 et seq.* allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County will return all certified checks or cashier's checks after the proposals have been opened, tabulated and reviewed except those of the three (3) bidders lowest responsible bidders. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

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

## **7. COMMENCEMENT AND COMPLETION**

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

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

## **8. BIDDER AFFIDAVIT**

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

## **9. LABOR AND MATERIALS**

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

## 10. INSURANCE REQUIREMENTS

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

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

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$5,000,000 per occurrence/\$10,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured. Coverage is provided on a primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$5,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d) Professional Liability (if design/build): Coverage with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate
- e) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than \$1,000,000 per occurrence or claim/\$2,000,000 aggregate.
- f) Builders Risk (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

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

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

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

## **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 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 Chosen Freeholders on May 8, 2014. The resolution is furnished in Section 51 of these General Specifications.

## UNION LABOR IS PREFERRED ON ALL COUNTY WORK

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

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

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

### **21. BRAND NAME OR EQUAL**

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

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

- B. To offer substitute goods as an equal to those specified herein, it is necessary that:
1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;
  2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications.
  3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
- C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

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

## **22. LINES AND GRADES**

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

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

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

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

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

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

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

#### **25. STOPPING WORK ON ACCOUNT OF BAD WEATHER**

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

#### **26. ACCESS FOR OTHER CONTRACTORS**

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

#### **27. CONDEMNED MATERIALS AND WORK**

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

## 28. STORAGE

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

## 29. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

## 30. SUB-LETTING OF WORK

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

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

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

### **31. SAFETY**

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

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

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

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

### **32. QUALITY, SAFETY AND PERFORMANCE STANDARDS**

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

### **33. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS**

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

### **34. PERMITS**

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

### **35. CONTRACTOR TO PROVIDE PROOF OF PAYMENT**

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

### **36. CHANGE ORDERS**

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

### **37. SUPPLEMENTAL WORK**

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

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

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

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

### **39. PROGRESS PAYMENTS**

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

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

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

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

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

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

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

#### **40. INSPECTION**

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

#### **41. DAMAGES**

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

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

#### **42. LIQUIDATED DAMAGES**

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

## **43. AFFIRMATIVE ACTION REQUIREMENTS**

### **EXHIBIT B (Revised 4/10)**

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

#### **CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from

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

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

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

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

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

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

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

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

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce

for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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#### 44. INVESTMENT ACTIVITIES IN IRAN

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

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

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

#### 46. UTILITIES

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

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

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance

of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

#### **47. MATERIAL COMPLIANCE AND SHOP DRAWINGS**

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

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

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

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

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

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

#### **48. PRECONSTRUCTION**

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

#### **49. DISPUTES UNDER THE CONTRACT**

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

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

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

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## 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.

During the course of contract performance:

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

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

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

## **51. BID PROTEST – LEGAL FEES AND COSTS**

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

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

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

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

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

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

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

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

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

Contractors are required to comply with the following:

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

contract with the contracting agency. This tax shall be remitted for the term of the Contract.

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

Bidder's Name \_\_\_\_\_

EDWARD T. OATMAN  
COUNTY MANAGER

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR  
DIRECTOR / DIVISION OF PURCHASING

**BID DOCUMENT SUBMISSION CHECKLIST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder's Name \_\_\_\_\_

\_\_\_\_\_ 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

**I HAVE TAKEN THE FOLLOWING ACTIONS:**

\_\_\_\_\_ Visited the site and attended the Pre-Bid Meeting **(Where applicable)**

\_\_\_\_\_ Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.

\_\_\_\_\_ Reviewed Bond Requirements

\_\_\_\_\_ Provided Proof of Compliance with New Jersey Prevailing Wage Act

\_\_\_\_\_ Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

**NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO THE DIVISION OF PURCHASING AT [ucbids@ucnj.org](mailto:ucbids@ucnj.org).**

**BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

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

Bidder's Name \_\_\_\_\_

**BID FORM**

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

**REHABILITATION OF KENILWORTH BOULEVARD DAM  
(AKA LENAPE PARK DAM)  
TOWNSHIPS OF CRANFORD, KENILWORTH AND SPRINGFIELD,  
COUNTY OF UNION,  
NEW JERSEY  
BA#02-2021; UNION COUNTY ENGINEERING PROJECT #2016-044**

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

**BASE BID ITEMS:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	CLEARING SITE, TREE REMOVAL	LS	1		
3	EMBANKMENT FILL	CY	100		
4	SOIL EROSION AND SEDIMENT CONTROL	LS	1		
5	REVTMENT REPAIR (ARTICULATED CONCRETE BLOCK)	SQ.YD.	25		
6	TOPSOILING, 4" THICK	SQ.YD.	1,000		
7	FERTILIZING AND SEEDING	SQ.YD.	1,000		
8	POST AND RAIL FENCE	LF	8,200		
9	HMA 9.5M64, 2" BIKE PATH OVERLAY	TON	500		
10	FINAL CLEANUP	LS	1		

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

**Seventy Five Thousand Dollars** \_\_\_\_\_  
Written

**\$75,000.00** \_\_\_\_\_  
Figures

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

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

Bidder's Name \_\_\_\_\_

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

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

**NOTE:**  
Expiration date  
Needed if Annual  
Surety

\_\_\_\_\_  
**NAME OF INSURANCE COMPANY**  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**ORIGINAL SIGNATURE**  
**ATTORNEY-IN-FACT FOR INSURANCE CO.**

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

Bidder's Name \_\_\_\_\_

**BIDDER SIGNATURE PAGE**

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

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

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

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

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

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

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

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

**Corporate Seal**

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

**Part II**

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

OR

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

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

**Bidder's Name** \_\_\_\_\_

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

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

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

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

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

**Bidder's Name** \_\_\_\_\_

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

**Part IV** Certification

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

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

Bidder's Name \_\_\_\_\_

**SUBCONTRACTOR IDENTIFICATION STATEMENT**

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

(Continued on following page)

Bidder's Name \_\_\_\_\_

**SUBCONTRACTOR IDENTIFICATION CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Witness**

**Date** \_\_\_\_\_

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

\_\_\_\_\_  
**ADDRESS**

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

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

Bidder's Name \_\_\_\_\_

**ACKNOWLEDGMENT OF ADDENDUM**

**COUNTY OF UNION**

\_\_\_\_\_  
**(Name of Construction /Public Works Project)**

\_\_\_\_\_  
**(Project or Bid Number)**

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

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

**ACKNOWLEDGMENT BY BIDDER:**

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

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

**PRINTED NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACTOR BUSINESS REGISTRATION CERTIFICATE**

New Mandatory Requirement - Effective 1/18/2010

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

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

Proof of business registration shall be

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

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

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

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

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

**IN ADDITION:**

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

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

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

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

**BUSINESS REGISTRATION**

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

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

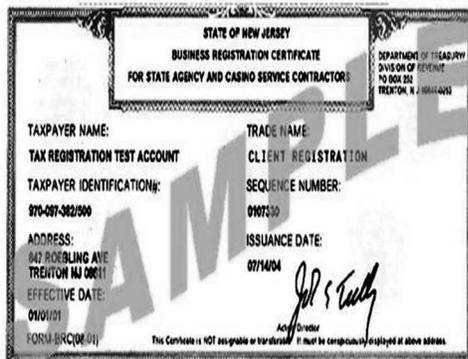
Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

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

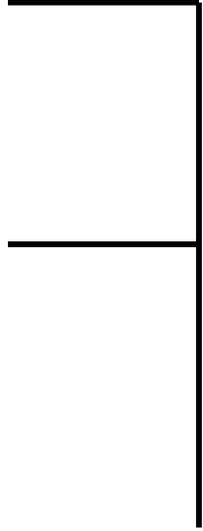
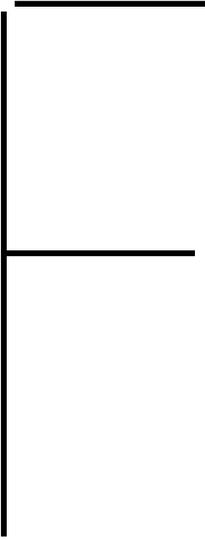
Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	20041014112813533

**Bidder's Name** \_\_\_\_\_

ATTACH BRC HERE



Bidder's Name \_\_\_\_\_

**AFFIRMATIVE ACTION REQUIREMENT**

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

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

\_\_\_\_\_  
ORIGINAL SIGNATURE

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

\_\_\_\_\_  
DATE THIS FORM IS COMPLETED

Bidder's Name \_\_\_\_\_

**EXPERIENCE STATEMENT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

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

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

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

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



Bidder's Name \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

Subscribed and sworn to before me

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

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

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

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

**Contractor Registration Advisement**  
For Public Works Projects

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

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

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

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

**AMERICANS WITH DISABILITIES ACT**  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

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

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

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

1. \_\_\_\_\_  
(Name of Bidder)

2. \_\_\_\_\_  
(Permanent Main Office Address)

3. \_\_\_\_\_  
(When Organized)

4. \_\_\_\_\_  
(If a Corporation, where incorporated)

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. General character of work performed by you. \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

12. List your major equipment available for this Contract.  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

**Bidder's Name** \_\_\_\_\_

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

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

18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.

19. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Mobile \_\_\_\_\_

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

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

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

Subscribed and sworn to before me

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

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

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

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

Bidder's Name \_\_\_\_\_

**CONTRACTOR PERFORMANCE RECORD**

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

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

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

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

Bidder's Name \_\_\_\_\_

**CONTRACTOR PERFORMANCE RECORD**  
**CERTIFICATION**

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

\_\_\_\_\_  
(Name of Organization)

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

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

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

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

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



**PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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Bidder's Name \_\_\_\_\_

**PRIOR NEGATIVE EXPERIENCE CERTIFICATION**

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

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

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

Subscribed and sworn to before me

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

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

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

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

Bidder's Name \_\_\_\_\_

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

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

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

**CONTRACT:**

**PROJECT:**

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

**COUNTY OF UNION**

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

**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ORIGINAL SIGNATURE ONLY**

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

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

Subscribed and sworn to before me

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

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

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

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

Bidder's Name \_\_\_\_\_

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

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

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

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

**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.**

Bidder's Name \_\_\_\_\_

**CERTIFICATE OF INSURANCE STATEMENT**

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

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

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

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

Bidder's Name \_\_\_\_\_

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

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

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

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

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

Bidder's Name \_\_\_\_\_

**TIME OF COMPLETION**

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within 120 **calendar days** from the date of the notice to proceed.

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

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

**SITE VISIT – GENERAL CONTRACTOR**

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

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

Bidder's Name \_\_\_\_\_

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

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

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

**PART 1**

**CERTIFICATION**

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

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

**CHECK THE APPROPRIATE BOX**

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

**OR**

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

**PART 2**

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

*Revised 10/19/17*

## STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 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.

## **PREVAILING WAGE RATES**



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

**PREVAILING WAGE RATE DETERMINATION**

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

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

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

**Prevailing Wage Rate**

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

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

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

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

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

**Apprentice Rate Schedule**

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

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

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

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

## **Comments/Notes**

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

## **Public Works Contractor Registration**

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

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

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

## **Snow Plowing**

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

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

County - UNION

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

**PREVAILING WAGE RATE**

	03/01/20
Journeyman (Mechanic)	W40.33 B25.67 T66.00

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

**County - UNION**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/20
Foreman	W50.88 B45.21 T96.09
General Foreman	W52.88 B46.22 T99.10
Journeyman	W45.88 B43.54 T89.42

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	37.08	37.99	39.49	39.84	40.78	41.70	42.61			

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

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

**Craft: Boilermaker                      COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

hours per week.

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

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

**County - UNION**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/20
Foreman	W33.62 B16.47 T50.09
General Foreman	W34.12 B16.47 T50.59
Mechanic	W32.12 B16.47 T48.59

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	10/01/20
Deputy Foreman	W47.45 B33.73 T81.18
Foreman	W50.45 B33.73 T84.18
Journeyman	W44.45 B33.73 T78.18

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/07/20
Foreman	W59.06 B34.29 T93.35
Journeyman	W51.36 B29.90 T81.26

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals	+ \$0.63			

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

**Craft: Carpenter                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - UNION

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/05/20
Foreman	W59.06 B34.20 T93.26
Journeyman	W51.36 B29.81 T81.17

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57%	of	Appren	tice	Wage	for all	intervals	+ \$0.54		

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

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

County - UNION

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

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

**Craft: Cement Mason**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Commercial Painter- New Construction**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W45.05 B27.06 T72.11
General Foreman	W49.14 B27.55 T76.69
Journeyman	W40.95 B26.56 T67.51

**Craft: Commercial Painter- New Construction**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Commercial Painter- New Construction**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

**Craft: Commercial Painter- Repainting**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W33.11 B20.66 T53.77
General Foreman	W34.61 B20.66 T55.27
Journeyman	W30.10 B20.66 T50.76

**Craft: Commercial Painter- Repainting**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER	NEW	CONSTR UC	TION			

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

**Craft: Commercial Painter- Repainting**

**COMMENTS/NOTES**

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

NOTE: These rates may only be used on jobs where no major alterations (only doing painting and carpeting with nothing else being changed in the commercial building) occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, tanks, or generating stations.

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.

**OVERTIME:**

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

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



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

**County - UNION**

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	05/05/20
Foreman	W55.78 B48.47 T104.25
Foreman (Concrete Form Work)	W54.97 B35.36 T90.33
Journeyman	W48.50 B48.47 T96.97
Journeyman (Concrete Form Work)	W47.80 B35.36 T83.16

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.40	24.25	31.53	38.80						
Benefit	32.07	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	19.12	23.90	31.07	38.24
Benefits	24.16	for all	intervals	

**CREOSOTE HANDLING:**

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

**HAZARDOUS WASTE WORK:**

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

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

**FOREMAN REQUIREMENTS:**

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

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

**County - UNION**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W44.43 B27.06 T71.49
General Foreman	W46.45 B27.06 T73.51
Journeyman	W40.39 B27.06 T67.45

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	10.65	Intervals	3 to 4 =	13.41	Intervals	5 to 6 =	16.63	

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - UNION

**Craft: Electrician**

**PREVAILING WAGE RATE**

	06/01/20	05/31/21
Cable Splicer	W63.83 B37.99 T101.82	W64.92 B39.29 T104.21
Foreman (11-20 Journeymen)	W67.90 B40.41 T108.31	W69.05 B41.78 T110.83
Foreman (1-3 Journeymen)	W63.83 B37.99 T101.82	W64.92 B39.29 T104.21
Foreman (4-10 Journeymen)	W66.74 B39.72 T106.46	W67.87 B41.07 T108.94
General Foreman (21-30 Journeymen)	W69.64 B41.44 T111.08	W70.82 B42.85 T113.67
General Foreman (31-60 Journeymen)	W75.44 B44.89 T120.33	W76.72 B46.42 T123.14
General Foreman (61+ Journeymen)	W76.60 B45.58 T122.18	W77.90 B47.13 T125.03
Journeyman	W58.03 B34.54 T92.57	W59.02 B35.72 T94.74
Sub-Foreman	W66.16 B39.37 T105.53	W67.28 B40.71 T107.99

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician**

**COMMENTS/NOTES**

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

**County - UNION**

**THESE RATES ALSO APPLY TO THE FOLLOWING:**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

	11/02/20
Master Technician/General Foreman	W57.42 B31.58 T89.00
Senior Technician/Lead Foreman (21-30 Workers on Job)	W52.56 B28.91 T81.47
Technician A/Foreman (11-20 Workers on Job)	W50.35 B27.69 T78.04
Technician B/Working Foreman (4-10 Workers on Job)	W48.15 B26.47 T74.62
Technician C/Journeyman (1-3 Workers on Job)	W44.17 B24.29 T68.46

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

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 2:3**

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

**COMMENTS/NOTES**

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

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

NOTES:

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

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

SHIFT DIFFERENTIALS:

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

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

**County - UNION**

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

**OVERTIME:**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

See "Electrician" Rates

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

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	06/01/20	05/31/21
Cable Splicer	W64.14 B37.69 T101.83	W65.22 B38.97 T104.19
Certified Welder	W61.22 B35.97 T97.19	W62.26 B37.21 T99.47
Equipment Operator	W58.31 B34.26 T92.57	W59.29 B35.43 T94.72
Foreman (1-3 Journeymen workers on job)	W64.14 B37.69 T101.83	W65.22 B38.97 T104.19
Foreman (4-10 Journeymen workers on job)	W67.06 B39.40 T106.46	W68.19 B40.75 T108.94
General Foreman (11-20 Journeymen workers on job)	W68.22 B40.08 T108.30	W69.37 B41.45 T110.82
General Foreman (21-30 Journeymen workers on job)	W69.97 B41.11 T111.08	W71.16 B42.52 T113.68
General Foreman (31-60 Journeymen workers on job)	W75.80 B44.54 T120.34	W77.08 B46.06 T123.14
General Foreman (61+ Journeymen workers on job)	W76.96 B45.22 T122.18	W78.27 B46.77 T125.04
Groundman	W34.99 B20.56 T55.55	W35.58 B21.26 T56.84
Journeyman Lineman/Technician	W58.31 B34.26 T92.57	W59.29 B35.43 T94.72
Sub-Foreman	W66.47 B39.06 T105.53	W67.60 B40.40 T108.00

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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

<b>INTERVAL</b>	<b>PERIOD AND RATES</b>									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	57.75% of	Journey	man	wage	+	\$.01				

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

EFFECTIVE 6-1-20- The apprentice benefit rate shall be 58.75% + \$.01.  
EFFECTIVE 5-31-21- The apprentice benefit rate shall be 59.75% + \$.01.

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

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

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

**COMMENTS/NOTES**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	29.11	31.54	33.96	36.39	38.82	41.24	43.67			
Benefits	25.61	27.04	28.46	29.90	31.33	32.79	34.23			

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

**COMMENTS/NOTES**

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



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

**County - UNION**

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

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

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/20	03/17/21	03/17/22	03/17/23
Journeyman	W54.56	W56.77	W59.09	W60.89
	B40.86	B41.82	B42.79	B44.41
	T95.42	T98.59	T101.88	T105.30

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-20:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-21:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-22:

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

APPRENTICE RATE SCHEDULE AS OF 3-17-23:

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

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

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

- Overtime:

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

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

**County - UNION**

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

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

- Overtime:

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

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

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

**County - UNION**

**Craft: Glazier                      PREVAILING WAGE RATE**

	09/24/20
* Leadman	W48.80 B27.31 T76.11
Foreman	W50.80 B27.55 T78.35
General Foreman	W52.80 B27.79 T80.59
Journeyman	W46.80 B27.07 T73.87

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	6 Months	50%	55%		60%	65%		70%	75%	
Benefits	Intervals	1 to 2 =	9.50	Intervals	3 to 4 =	12.11	Intervals	5 to 6 =	15.60	

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

**Craft: Glazier                      COMMENTS/NOTES**

Hazard/Height Pay: +\$1.00 per hour

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

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

rate.

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

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

**County - UNION**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	09/21/20
Foreman	W58.52 B33.42 T91.94
General Foreman	W60.86 B34.53 T95.39
Journeyman	W56.74 B32.86 T89.60

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	26.55	31.49	37.95	44.36						
Benefits	19.44	23.03	25.44	27.76						

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

County - UNION

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

**PREVAILING WAGE RATE**

	09/24/19
Asbestos Helper	W36.89
Abatement	B24.92
	T61.81

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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

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

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

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

**County - UNION**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	07/28/20
Foreman	W62.18 B28.99 T91.17
General Foreman	W64.18 B28.99 T93.17
Journeyman	W57.18 B28.99 T86.17

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%			60%	70%		80%	90%	
6 Months										
Benefits	Intervals	1 to 2 =	10.28	Intervals	3 to 4 =	12.55	Intervals	5 to 6 =	15.56	

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

observed the following Monday.

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

**County - UNION**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	07/28/20
Foreman	W50.92 B26.64 T77.56
General Foreman	W52.92 B26.64 T79.56
Journeyman	W45.92 B26.64 T72.56

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

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

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	07/28/20
Foreman	W51.97 B26.29 T78.26
General Foreman	W53.97 B26.29 T80.26
Journeyman	W46.97 B26.29 T73.26

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Industrial Painter-Containment**

**PREVAILING WAGE RATE**

	07/28/20
Journeyman	W38.23 B26.04 T64.27

**Craft: Industrial Painter-Containment**

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Ironworker                      PREVAILING WAGE RATE**

	07/24/20
Rod /Fence Foreman	W46.14 B48.12 T94.26
Rod/Fence Journeyman	W43.14 B48.12 T91.26
Structural Foreman	W48.44 B48.12 T96.56
Structural Journeyman	W45.44 B48.12 T93.56

**Craft: Ironworker                      APPRENTICE RATE SCHEDULE**

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

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

**Craft: Ironworker                      COMMENTS/NOTES**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

**OVERTIME:**

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

**County - UNION**

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

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

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

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

County - UNION

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

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

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

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

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/12/20
Class A Journeyman	W34.85 B30.27 T65.12
Class B Journeyman	W34.10 B30.27 T64.37
Class C Journeyman	W28.99 B30.27 T59.26
Foreman	W39.21 B30.27 T69.48
General Foreman	W43.56 B30.27 T73.83

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%						
6 Months										
Benefit	27.02	27.02	27.02	27.02						

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

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

**Craft: Laborer - Building**

**COMMENTS/NOTES**

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

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

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

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

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

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

**County - UNION**

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

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

**OVERTIME:**

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

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

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

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

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

**County - UNION**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	21.78	for	all	intervals						

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

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

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

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

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

County - UNION

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

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

**COMMENTS/NOTES**

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

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

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

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

**County - UNION**

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

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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

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

**County - UNION**

**Craft: Millwright                      PREVAILING WAGE RATE**

	05/01/20
Foreman	W59.32 B35.01 T94.33
Journeyman	W51.58 B30.52 T82.10

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

The regular workday shall consist of 8 hours, starting between 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

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

**County - UNION**

substituted for the day after Thanksgiving.



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

**County - UNION**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	01/23/20
Apprentice (1st year)	W27.50 B11.90 T39.40
Apprentice (2nd year)	W31.50 B20.60 T52.10
Foreman (Charge Person)	W40.15 B21.38 T61.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W35.38 B21.38 T56.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W39.15 B21.38 T60.53

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

County - UNION

**Craft: Paperhanger - New Construction**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W45.05 B26.56 T71.61
Journeyman	W40.95 B26.56 T67.51

**Craft: Paperhanger - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER	NEW	CONSTR UC	TION			

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

**Craft: Paperhanger - New Construction**

**COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

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

County - UNION

**Craft: Paperhanger - Renovation**

**PREVAILING WAGE RATE**

	09/24/20
Foreman	W33.94 B20.70 T54.64
Journeyman	W30.86 B20.70 T51.56

**Craft: Paperhanger - Renovation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
		SEE	COMME R	CIAL	PAINTER	NEW	CONSTR UC	TION		

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

**Craft: Paperhanger - Renovation**

**COMMENTS/NOTES**

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

**FOREMEN REQUIREMENTS:**

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

**OVERTIME:**

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



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

**County - UNION**

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

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

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

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

**County - UNION**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/01/20
Foreman	W60.69 B37.32 T98.01
General Foreman	W64.62 B37.32 T101.94
Journeyman	W56.19 B37.32 T93.51

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	14.31	20.83	22.72	24.52	26.50					

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

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

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Roofer                      PREVAILING WAGE RATE**

	06/04/20
Foreman	W42.77 B28.03 T70.80
Journeyman	W39.77 B28.03 T67.80

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	15.90	19.89	23.86	27.84	31.82	35.79				
Benefits	2.10	2.10	25.28	25.28	25.28	25.28				

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

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

**Craft: Roofer                      COMMENTS/NOTES**

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

INTERVAL	PERIOD AND RATES								
6 Months	15.90	19.89	23.86	25.85	27.84	29.83	31.82	35.79	
Benefits	2.10	2.10	25.28	25.28	25.28	25.28	25.28	25.28	

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	04/16/20
Foreman	W38.29 B35.55 T73.84
Journeyman	W36.79 B35.55 T72.34

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	12.03	13.71	15.39	17.09	19.21	20.92	22.65	24.38	26.10	27.82

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENT:**

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

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

**OVERTIME:**

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

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

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

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

**County - UNION**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	06/09/20
Foreman	W53.62 B46.85 T100.47
General Foreman	W54.62 B46.85 T101.47
Journeyman	W50.12 B46.85 T96.97

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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



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

**County - UNION**

**Craft: Tile Finisher-Marble**

**PREVAILING WAGE RATE**

	06/02/20
Finisher	W47.92 B35.14 T83.06

**Craft: Tile Finisher-Marble**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Finisher-Marble**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Tile Setter - Ceramic**

**PREVAILING WAGE RATE**

	06/02/20
Finisher	W46.21 B31.31 T77.52
Setter	W60.09 B34.63 T94.72

**Craft: Tile Setter - Ceramic**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

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

**Craft: Tile Setter - Ceramic**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	06/02/20
Tile Setter	W60.35 B37.39 T97.74

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	07/09/20
Grinder or Assistant	W55.82 B37.31 T93.13
Mechanic	W57.42 B37.33 T94.75
Terrazzo Resinous Worker	W47.92 B30.24 T78.16

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

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

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

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/01/20
Bucket, Utility, Pick-up, Fuel Delivery trucks	W39.21 B38.05 T77.26
Dump truck, Asphalt Distributor, Tack Spreader	W39.21 B38.05 T77.26
Euclid-type vehicles (large, off-road equipment)	W39.31 B38.05 T77.36
Helper on Asphalt Distributor truck	W39.21 B38.05 T77.26
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W39.21 B38.05 T77.26
Straight 3-axle truck	W39.21 B38.05 T77.26
Tractor Trailer (all types)	W39.31 B38.05 T77.36
Vacuum or Vac-All truck (entire unit)	W39.21 B38.05 T77.26
Winch Trailer	W39.41 B38.05 T77.46

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

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

**HAZARDOUS WASTE REMOVAL:**

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

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

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

**County - UNION**

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

**SHIFT DIFFERENTIAL:**

- Shifts starting at 4:00 PM (2nd Shift): + \$3.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
  - Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
  - Benefits on overtime shall be \$36.80.
- As of 5-1-20, benefits on overtime shall be \$37.80.

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

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

**County - UNION**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	04/01/20
Driver	W25.60 B15.71 T41.31

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Welder**

**PREVAILING WAGE RATE**

Welder

**Craft: Welder**

**COMMENTS/NOTES**

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

# STATEWIDE RATES

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

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

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

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

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
53.23	34.50	87.73	90.03	92.28

**CLASSIFICATIONS:**

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

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	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)

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

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

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.32	34.50	85.82	88.12	90.37

**CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
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OPERATING ENGINEERS      Rates Expiration Date :

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
55.56	34.50	90.06	92.36	94.61

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

**CLASSIFICATIONS:**

Autograde Pavement Profiler (CMI & similar types)

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

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

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

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

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
49.69	34.50	84.19	86.49	88.74

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
56.64	34.50	91.14	93.44	95.69

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
61.32	34.50	95.82	98.12	100.37

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
60.32	34.50	94.82	97.12	99.37

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
56.82	34.50	91.32	93.62	95.87

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
59.32	34.50	93.82	96.12	98.37

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
55.82	34.50	90.32	92.62	94.87

**CLASSIFICATIONS:**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
58.45	34.50	92.95	95.25	97.50

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
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**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.39	34.50	88.89	91.19	93.44

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

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

Side Boom

Straddle Carrier

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
51.73	34.50	86.23	88.53	90.78

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

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

**Effective Dates:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
50.20	34.50	84.70	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:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
48.44	34.50	82.94	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:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
56.01	34.50	90.51	92.81	95.06

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

07/01/2020			07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
45.40	34.50	79.90	82.20	84.45

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
55.15	34.50	89.65	91.95	94.20

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
63.34	34.50	97.84	100.14	102.39

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
61.68	34.50	96.18	98.48	100.73

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

**Effective Dates:**

<b>07/01/2020</b>			<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
57.18	34.50	91.68	93.98	96.23

**CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

	07/01/2020		07/01/2021	07/01/2022
Rate	Fringe	Total	Total	Total
58.84	34.50	93.34	95.64	97.89

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
54.82	34.50	89.32	91.62	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
47.98	34.50	82.48	84.78	87.03

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.75	32.53	78.28

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.45	32.53	77.98

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
44.95	32.53	77.48

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
47.45	32.53	79.98

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
44.40	32.53	76.93

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
44.05	32.53	76.58

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.90	32.53	76.43

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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Effective Dates:

03/01/2020

Rate	Fringe	Total
43.50	32.53	76.03

**CLASSIFICATIONS:**

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

**DRILL FOR GROUND WATER SUPPLY**    **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
53.57	34.50	88.07	90.37	92.62

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>07/01/2020</b>		<b>07/01/2021</b>	<b>07/01/2022</b>
Rate	Fringe	Total	Total	Total
47.33	34.50	81.83	83.53	85.78

**CLASSIFICATIONS:**

Driller's Helper

**OPERATING ENGINEERS MARINE-DREDGING**    **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
41.42	15.29	56.71

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
35.82	14.84	50.66

**CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
33.72	14.67	48.39

**CLASSIFICATIONS:**

Certified Welder

**OPERATING ENGINEERS MARINE-DREDGING**     **Rates Expiration Date :**

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
32.80	14.30	47.10

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
31.74	14.21	45.95

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
26.37	13.48	39.85

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

**10/01/2020**

Rate	Fringe	Total
36.91	14.93	51.84

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

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MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**    **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.80	32.53	76.33

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.65	32.53	76.18

**CLASSIFICATIONS:**

Raker, Screedman, Luteman

**ASPHALT LABORERS - SOUTH**    **Rates Expiration Date :**

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.40	32.53	75.93

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.50	32.53	76.03

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

Traffic Control Coordinator

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

	<b>10/18/2020</b>		<b>10/18/2021</b>	<b>10/18/2022</b>
Rate	Fringe	Total	Total	Total
32.92	29.50	62.42	64.17	65.92

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

	<b>10/18/2020</b>		<b>10/18/2021</b>	<b>10/18/2022</b>
Rate	Fringe	Total	Total	Total
41.74	29.50	71.24	73.24	75.24

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>10/18/2020</b>		<b>10/18/2021</b>	<b>10/18/2022</b>
Rate	Fringe	Total	Total	Total
47.78	29.50	77.28	79.28	81.28

**CLASSIFICATIONS:**

Foreman

**HEAVY & GENERAL LABORERS - NORTH**     **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**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:**

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.95	32.53	76.48

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
47.50	32.53	80.03

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
46.25	32.53	78.78

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**HEAVY & GENERAL LABORERS - SOUTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

**HEAVY & GENERAL LABORERS - SOUTH**     **Rates Expiration Date :**

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
47.50	32.53	80.03

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
46.25	32.53	78.78

**CLASSIFICATIONS:**

general foreman

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HEAVY & GENERAL LABORERS - SOUTH      Rates Expiration Date :

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
43.95	32.53	76.48

**CLASSIFICATIONS:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

**PIPELINE - MAINLINE TRANSMISSION**     **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

**PER DIEM PAYMENT:**

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$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:**

**06/09/2020**

Rate	Fringe	Total
54.58	32.80	87.38

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

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**Effective Dates:**

**06/09/2020**

Rate	Fringe	Total
54.58	32.80	87.38

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**06/09/2020**

Rate	Fringe	Total
33.27	22.42	55.69

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**     **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

	<b>11/02/2020</b>		<b>11/01/2021</b>	<b>11/01/2022</b>
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

	<b>11/02/2020</b>		<b>11/01/2021</b>	<b>11/01/2022</b>
Rate	Fringe	Total	Total	Total
61.50	27.23	88.73	91.23	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

	<b>11/02/2020</b>		<b>11/01/2021</b>	<b>11/01/2022</b>
Rate	Fringe	Total	Total	Total
39.46	19.88	59.34	61.01	62.68

**CLASSIFICATIONS:**

Pipeline Helper

**ASPHALT LABORERS- NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
45.25	32.53	77.78

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.95	32.53	76.48

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
43.70	32.53	76.23

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH     Rates Expiration Date :

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
43.00	32.53	75.53

**CLASSIFICATIONS:**

Asphalt Laborer

**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 7:00 AM and 6:30 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	<b>12/30/2019</b>		<b>11/29/2020</b>
Rate	Fringe	Total	Total
55.89	38.56	94.45	96.84

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	<b>12/30/2019</b>		<b>11/29/2020</b>
Rate	Fringe	Total	Total
52.73	36.38	89.11	91.36

**CLASSIFICATIONS:**

Journeyman Lineman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
52.73	36.38	89.11	91.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
52.20	36.02	88.22	90.44

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
50.62	34.91	85.53	87.70

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
44.29	30.55	74.84	76.73

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
65.91	45.47	111.38	114.19

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
60.64	41.83	102.47	105.05

**CLASSIFICATIONS:**

Assistant General Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
59.06	40.73	99.79	102.32

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
42.71	29.46	72.17	73.99

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
40.60	28.02	68.62	70.34

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
40.60	28.02	68.62	70.34

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
40.07	27.64	67.71	69.43

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
40.07	27.64	67.71	69.43

**CLASSIFICATIONS:**

Line Equipment Mechanic

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
34.27	23.64	57.91	59.38

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
31.64	21.83	53.47	54.80

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

<b>12/30/2019</b>			<b>11/29/2020</b>
Rate	Fringe	Total	Total
52.20	36.02	88.22	90.44

**CLASSIFICATIONS:**

Line Equipment Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**    **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
62.11	49.53	111.64

**CLASSIFICATIONS:**

General Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
55.31	45.49	100.80

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
52.40	43.78	96.18

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
48.52	41.48	90.00

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
48.52	41.48	90.00

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
48.52	41.48	90.00

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
48.52	41.48	90.00

**CLASSIFICATIONS:**

Journeyman Welder

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
48.52	41.48	90.00

**CLASSIFICATIONS:**

Journeyman Painter

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
38.82	35.73	74.55

**CLASSIFICATIONS:**

Light Equipment Operator

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
33.96	32.86	66.82

**CLASSIFICATIONS:**

Groundman Truck Driver

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
31.54	31.44	62.98

**CLASSIFICATIONS:**

Groundman 3rd Year

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
29.11	30.01	59.12

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

**12/01/2019**

Rate	Fringe	Total
26.69	28.57	55.26

**CLASSIFICATIONS:**

Groundman 1st Year

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/01/2019

Rate	Fringe	Total
21.35	25.41	46.76

CLASSIFICATIONS:

Flagman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**     **Rates Expiration Date :**

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
68.63	32.53	101.16

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
68.18	32.53	100.71

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
67.43	32.53	99.96

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
71.18	32.53	103.71

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
66.60	32.53	99.13

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
66.08	32.53	98.61

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)  
Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

**03/01/2020**

Rate	Fringe	Total
65.85	32.53	98.38

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)  
Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS      Rates Expiration Date :

Effective Dates:

**03/01/2020**

Rate	Fringe	Total
65.25	32.53	97.78

**CLASSIFICATIONS:**

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

"General Decision Number: NJ20200002 11/06/2020

Superseded General Decision Number: NJ20190002

State: New Jersey

Construction Type: Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	05/29/2020
2	06/19/2020
3	11/06/2020

BRNJ0002-005 11/01/2019

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, following Route 22 until Route 22 intersects with Sebring's Mills Rd. (also known as King George Rd.); then, continuing south on Sebring's Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 43.56	32.50

Work 100 degrees F. and over:  
to be paid at the rate of double time.

Work on high stacks:  
22% per hour additional.

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BRNJ0002-006 11/01/2019

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the

Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebring's Mills Rd. (also known as King George Rd.); then, continuing south along Sebring's Mills Rd. until it goes over Green Brook, which is the Middlesex County line):

	Rates	Fringes
Bricklayer.....	\$ 43.56	32.50

Work 100 degrees F. and over:  
to be paid at the rate of double time.

Work on high stacks:  
22% per hour additional.

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BRNJ0002-008 11/01/2019

BERGEN, ESSEX AND HUDSON COUNTIES; HUNTERDON COUNTY (north and west of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (Borough of Dunellen; Township of Edison (Town of Oak Tree only); Township of Piscataway (Town of New Market only); Borough of South Plainfield); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the

boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebring's Mills Rd. (also known as King George Rd.); then, continuing south on Sebring's Mills Rd. until it goes over Green Brook, which is the Middlesex County line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50
Cement mason:		
Epoxy, acid and latex work:	\$.50 per hour additional.	

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BRNJ0002-009 11/01/2019

HUNTERDON COUNTY (south and east of a line drawn from Clover Hill, through Reaville, through Flemington, through High Bridge, through Califon, through Fairmont, to Pottersville); MIDDLESEX COUNTY (does not include the Borough of Dunellen; Township of Edison (Town of Oak Tree); Township of Piscataway (Town of New Market); Borough of South Plainfield); SOMERSET COUNTY (south of a line drawn from the point where the Lamington River leaves the boundary line between Hunterdon and Somerset Counties; then, continuing along the Lamington River to where it becomes the North Branch of the Raritan River; then, continuing along the North Branch of the Raritan River to where it becomes Chambers Brook; then, continuing along Chambers Brook until it becomes the boundary line between the Townships of Bernards and Bridgewater; then, continuing along the boundary line between the Townships of Bernards and Bridgewater, until that boundary line intersects with Route 78; then, continuing along Route 78 until Route 78 intersects with Route 525; then, continuing along Route 525 until Route 525 intersects with the boundary line between the Townships of Bridgewater and Warren; then, continuing along the boundary line between the Townships of Bridgewater and Warren until that boundary line intersects with Route 22; then, continuing along Route 22 until Route 22 intersects with Sebring's Mills Rd. (also known as King George Rd.); then, continuing south along Sebring's Mills Rd. until it goes over Green Brook, which is the

Middlesex County line):

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

Cement mason:  
 Epoxy, acid and latex work: \$.50 per hour additional.

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 CARP0006-008 11/01/2018

	Rates	Fringes
CARPENTER.....	\$ 49.51	57%

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 CARP1556-001 05/01/2020

	Rates	Fringes
Dock Builder & Piledrivermen.....	\$ 48.50	47.81

Work on land pile driving, while handling and working with creosote and creosote-impregnated products: \$.25 per hour additional.

Work on hazardous/toxic/contaminated waste removal, on a hazardous/toxic/contaminated waste site, where the worker comes into contact with hazardous/toxic/contaminated waste material, and when A, B or C personal protective equipment is required and used for respiratory, skin or eye protection: 20% per hour additional.

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 ELEC0102-001 05/28/2018

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar

Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Line construction:		
High-tension pipe-type cable installation:		
Cable splicer.....	\$ 61.82	55.75%
Ground person.....	\$ 33.72	55.75%
Groundman.....	\$ 33.72	55.75%
Line technician;		
equipment operator; x-ray technician; equipment repair person; equipment service person; hole-digging equipment operator; truck with winch or pole and steel hand; truck without winch..		
Line technician-welder.....	\$ 56.20	55.75%
Line technician-welder.....	\$ 59.01	55.75%
All other work:		
Cable splicer.....	\$ 61.82	55.75%
Groundman.....	\$ 33.72	55.75%
Line technician;		
equipment operator.....	\$ 56.20	55.75%
Line technician-welder.....	\$ 59.01	55.75%

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

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ELEC0102-002 06/03/2019

HUNTERDON COUNTY (Townships of Alexandria and Bethlehem; Boroughs of Bloomsbury and Califon; Town of Clinton; Township of Clinton; Township of Delaware (west of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (east of State Hwy. 31); Township of Franklin; Boroughs of Frenchtown, Glen

Gardner, Hampton and High Bridge; Townships of Holland and Kingwood; Borough of Lebanon; Township of Lebanon; Borough of Milford; Township of Raritan (east of State Hwy. 31 and north of County Route 523); Townships of Readington, Tewksbury and Union); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (does not include the Township of Franklin east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line; does not include the Township of Montgomery west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line); SUSSEX, UNION AND WARREN COUNTIES:

	Rates	Fringes
Electricians:		
All other work:		
Cable Splicer.....	\$ 63.04	56.75%
Electrician.....	\$ 57.31	56.75%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

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ELEC0164-002 06/03/2019

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Electricians:		
Electrician.....	\$ 55.64	61.5%
All other work:		
Cable splicer.....	\$ 63.10	61.5%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include

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work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks:  
21% per hour additional.

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ELEC0164-010 06/03/2019

BERGEN, ESSEX AND HUDSON COUNTIES:

	Rates	Fringes
Line construction:		
Cable splicer.....	\$ 63.10	61.5%
Groundman (includes empty conduit installations on roadways).....	\$ 30.75	54%
Layout Man.....	\$ 50.03	54%
Lineman; Lineman-welder; x- ray technician; equipment repairman; equipment serviceman.....	\$ 45.90	54%

Work on live wires of 440 or 480 volts: 10% per hour  
additional.

Work on radio towers, transmission towers and smokestacks:  
21% per hour additional.

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ELEC0269-010 04/01/2019

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

	Rates	Fringes
Electrician.....	\$ 51.27	62.48%

ELEC0269-013 10/01/2017

HUNTERDON COUNTY (Township of Delaware (east of a line following County Route 523 from the Delaware River north to the Raritan Township line); Township of East Amwell (west of State Hwy. 31); Borough of Flemington; City of Lambertville; Township of Raritan (west of State Hwy. 31 and south of County Route 523); Borough of Stockton; Township of West Amwell); SOMERSET COUNTY (Township of Montgomery (west and south of a line following U.S. Hwy. 206 (formerly State Hwy. 31) north from the Mercer County line to Harlingen Rd.; then, west along Harlingen Rd. and the Dutchtown-Zion road to the Hillsborough township line):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%
All other work:		
Ground person; truck with winch operator.....	\$ 39.83	60.93%
Line technician; cable splicer; heavy equipment operator.....	\$ 49.79	60.93%

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ELEC0456-001 05/28/2018

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Electricians:		
Cable splicer.....	\$ 59.29	68.25%
Electrician.....	\$ 51.56	68.25%

Work on line voltage of 440 volts and over: 10% per hour additional.

Work from trusses, scaffolds and ladders 40 ft. or more from the ground or floor; or under air pressure; or over conveyors or moving equipment or machinery: 10% per hour additional.

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ELEC0456-002 05/28/2018

MIDDLESEX COUNTY; SOMERSET COUNTY (Township of Franklin (east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction, to the Millstone Branch of the Pennsylvania Railroad; then, west along the railroad to the Delaware and Raritan Canal; then, south along the canal to the Middlesex County line)):

	Rates	Fringes
Line construction:		
Continuous pipe-type underground oil-filled transmission conduit installations:		
Cable splicer.....	\$ 59.47	67.75%
Crane Operator.....	\$ 59.47	67.75%
Groundman (when installing conduit on public roadways).....	\$ 31.03	67.75%
Groundman; winch operator..	\$ 50.92	67.75%
Line technician; x-ray technician; equipment repair person; equipment serviceperson; electrical installation worker; hole-digging equipment operator; truck operator with winch or pole; truck operator without winch.....	\$ 51.71	67.75%
All other work:		
Cable splicer.....	\$ 59.46	67.75%
Crane Operator.....	\$ 58.44	67.75%
Line technician.....	\$ 51.71	67.75%
winch operator.....	\$ 50.92	67.75%

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ENGI 0825-004 07/01/2018

	Rates	Fringes
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Power equipment operators:

Steel erection:

GROUP 1.....	\$ 58.27	30.45
GROUP 2.....	\$ 57.27	30.45
GROUP 3.....	\$ 56.27	30.45
GROUP 4.....	\$ 53.77	30.45
GROUP 5.....	\$ 52.77	30.45
GROUP 6.....	\$ 51.77	30.45
GROUP 7.....	\$ 50.18	30.45

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Cranes (all cranes, land or floating with boom including jib, 140 ft. and over, above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, 140 ft. and over, above ground)

GROUP 2:

Cranes (all cranes, land or floating with boom including jib, less than 140 ft. above ground); derricks (all derricks, land, floating or Chicago boom type with boom including jib, less than 140 ft. above ground)

GROUP 3:

Helicopter pilot

GROUP 4:

""A"" frame; cherry picker (10 ton and under); hoist (all types of hoist, including steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type of hoisting machine, portable or stationary, except Chicago boom type); jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); side boom; straddle carrier

GROUP 5:

Aerial platform used as a hoist; compressor, two or three in battery; directional boring machine; elevator or house car; concrete cleaning/decontamination machine operator, decontamination and remediation work only; conveyor and tugging hoist; firefighter; forklift; generator, two or three in battery; heavy equipment robotic operator/technician, decontamination and remediation work only; maintenance, utility person; master environmental maintenance technician, decontamination and remediation work only; rod bending machine (power); ultra high-pressure waterjet cutting tool system operator/maintenance technician, decontamination and remediation work only; vacuum blasting machine operator/maintenance technician, decontamination and remediation work only; welding machine (gas or electric, two or three in battery, including diesel); captain, power boat; tug master, power boat; oiler, with either one compressor or one welding machine

GROUP 6:

Compressor, single; off-road back dump; welding machine (single, gas, diesel and electric converters of any type); welding system, multiple (rectifier, transformer type); generator, single

GROUP 7:

Oiler; deckhand

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ENGI 0825-009 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45
GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45

GROUP 6.....\$ 43.84

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27.25

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Autograde - combination subgrader; base metal spreader and base trimmer (CMI and similar types); autograde placer - trimmer spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plant (all types); concrete paving machine; crane (all types, including overhead and straddle traveling type); crane, gantry; derrick (land, floating or Chicago boom type); drillmaster, quarrymaster (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); dragline; elevating grader; front end loader (5 cu. yd. and over); gradall; grader, raygo; locomotive (large); mucking machine; pavement and concrete breaker (superhammer and hoe ram); pile driver (length of boom, including length of leads, shall determine premium rate applicable); roadway surface grinder; scooper (loader and shovel); shovel; tree chopper with boom; trench machine (cable plow)

GROUP 2:

""A"" frame/backhoe combination; boom attachment on loader (rate based on size of bucket, not applicable to pipehook); boring and drilling machine; brush chopper, shredder and tree shredder; carryall; concrete pump; concrete pumping system, pumpcrete and similar type; conveyor, 125 ft. and over; drill doctor, including dust collecting and maintenance work); front end loader (2 cu. yd. but less

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than 5 cu. yd.); grader (finish); groove cutting machine (ride-on type); heater planer; hoist (all types of hoist, shall also include steam, gas, diesel, electric, air, hydraulic, single and double drum, concrete, brick shaft caisson, snorkel roof, and/or any other similar type hoisting machine, portable or stationary, except Chicago boom type) (if hoist is "outside material tower hoist", long boom rate is to be applied); hydraulic crane, 10 tons and under; hydro-axe; hydro-blaster; jack (screw, air, hydraulic power-operated unit or console type (not hand jack or pile load test type); log skidder; pan; pavers (all) (concrete); plate and frame filter press; pumpcrete machine; squeezecrete; concrete pump (regardless of size); scraper; side boom; straddle carrier, Ross and similar type; whip hammer; winch truck (hoisting)

GROUP 3:

Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograde tube finishing and texturing machine (CMI and similar types); autograde curecrete machine (CMI and similar types); autograde curb trimmer and sidewalk, shoulder, slipform (CMI and similar types); bar bending machine (power); batcher; batching plant and crusher on site; belt conveyor system; boom-type skimmer machine; bridge deck finisher; bulldozers (all); car dumper (railroad); compressor and blower-type unit (used independently or mounted on dual-purpose truck, on jobsite or in conjunction with jobsite, in loading and unloading of concrete, cement, fly ash, instantcrete, or similar type materials); compressor (2 or 3) (in battery) (within 100 ft.); concrete cleaning/decontamination machine operator, when used for decontamination and remediation; concrete finishing machine; concrete saw and cutter (ride-on type); concrete spreader, hetzel, rexomatic and similar type; concrete vibrator; conveyor, under 125 ft.; crushing machine; directional boring machine; ditching machine, small (Ditchwitch, Vermeer or similar type); dope pot (mechanical with or without pump); dumpster; elevator; firefighter; forklift (Economobile, Lull and similar type of equipment); front end loader (1 cu. yd. and over but less than 2 cu. yd.); generator (2 or 3) (in battery) (within 100 ft.); giraffe grinder; grader and motor patrol; guniting machine (does not include nozzle); hammer, vibratory (in conjunction with generator); heavy equipment robotic operator/technician, when used for decontamination and remediation; hoist (roof, tigger, aerial platform hoist and house cars); hopper; hopper door (power-operated); ladder (motorized); laddervator; locomotive, dinky type; maintenance, utility person; master environmental

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maintenance technician, when used for decontamination and remediation; mechanic; mixer (except paving mixer); pavement breaker, small, self-propelled ride-on type (also maintains compressor on hydraulic unit); pavement breaker, truck-mounted; pipe bending machine (power); pitch pump; plaster pump, regardless of size; posthole digger (post pounder and auger); rod bending machine (power); roller, blacktop; scale, power; seaman pulverizing mixer; shoulder widener; silo; skimmer machine (boom type); steel cutting machine, servicing and maintaining; tractor; captain, power boat; tug master, power boat; ultra high-pressure waterjet cutting tool system operator/maintenance technician, when used for decontamination and remediation; vacuum blasting machine operator/maintenance technician, when used for decontamination and remediation; vibrating plant (used in conjunction with unloading); welder and repair mechanic

GROUP 4:

Broom and sweeper; chipper; compressor (single); concrete spreader (small type); conveyor loader (does not include elevating grader); engine, large diesel (1620 H.P.) and staging pump; farm tractor; fertilizing equipment (operation and maintenance of); fine grade machine (small type); form line grader (small type); front end loader (under 1 cu. yd.); generator (single); grease, gas, fuel and oil supply truck; heater (Nelson or other type including propane, natural gas or flow-type unit); lights (portable generating light plant); mixer, concrete, small; mulching equipment (operation and maintenance of); off-road back dump; pump (4-in. suction and over, including submersible pump); pump (diesel engine and hydraulic) (immaterial of power); road finishing machine (small type); roller, grade, fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump truck; steam jenny and boiler; stone spreader; tamping machine, vibrating ride-on; temporary heating plant (Nelson or other type, including propane, natural gas or flow-type unit); welding machine (gas, diesel, and/or electric converter of any type) (single, or two or three in a battery) (within 100 ft.); welding system, multiple (rectifier, transformer type); wellpoint system

GROUP 5:

Oiler; tire repair and maintenance

GROUP 6:

Helicopter pilot; helicopter engineer

IRON0011-002 07/01/2018

BERGEN, ESSEX, HUDSON AND HUNTERDON COUNTIES; MIDDLESEX COUNTY (north half); MORRIS AND PASSAIC COUNTIES; SOMERSET COUNTY (north half); SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 41.39	44.67
Structural.....	\$ 43.44	44.67

IRON0036-003 07/01/2012

WARREN COUNTY

	Rates	Fringes
Ironworkers:.....	\$ 34.05	24.00

IRON0068-004 07/01/2016

MIDDLESEX COUNTY (south half); SOMERSET COUNTY (south half):

	Rates	Fringes
Ironworker.....	\$ 44.55	20.88

Hazardous waste removal work, on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

LAB00172-005 09/01/2018

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 40.00	29.80
GROUP 2.....	\$ 40.70	29.80
GROUP 3.....	\$ 40.95	29.80
GROUP 4.....	\$ 44.50	29.80

Hazardous waste removal work:  
Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); slurry seal laborer (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Raritan River); Morris, Passaic, Somerset, Sussex, Union and Warren Counties); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers;

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hardscaping; gunit e nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Bergen, Essex, Hudson and Hunterdon Counties; Middlesex County (north of the Rari tan River); Morris, Passaic, Somerset, Sussex, Uni on and Warren Counti es)

GROUP 4:  
Bl aster

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LAB00172-006 03/01/2019

MIDDLESEX COUNTY (south of the Rari tan River):

Rates                      Fri nges

Laborers:

  ASPHALT WORK:

GROUP 1.....	\$ 41.50	31.00
GROUP 2.....	\$ 42.20	31.00
GROUP 3.....	\$ 42.45	31.00
GROUP 4.....	\$ 46.00	31.00

PAID HOLIDAYS:

New Year' s Day, President' s Day, Memorial Day, Independence Day, Labor Day, Presidential Electi on Day, Veteran' s Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer wi thin a period of ten working days, consisting of five working days before and five working days after the day upon which the holi day falls or is observed.

DEFINITION OF GROUPS:

GROUP 1:

Basic laborer; landscape laborer; railroad track laborer; utility meter installer; traffic director/flag person; salamander tender; pit person; dump person; asphalt laborer (only in Monmouth County); slurry seal laborer (only in Monmouth County); raker and tamper on cold patch work; wrapper and coater of pipe; waterproofing laborer; timber person; powder carrier; magazine tender; signal person; power buggy operator; tree cutter; and the operation of such other basic power tools used to perform work usually done manually by laborers

GROUP 2:

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Pipelayer; laser person; conduit and duct line layer; jackhammer; chipping hammer; pavement breaker; concrete cutter; asphalt cutter; sheet hammer operator; sandblasting, acetylene cutting and burning; wagon drill operator; directional drill operator; hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker/lute person (only in Monmouth County); walk-behind saw cutter

GROUP 3:

Finisher; rammer; setter of brick or stone pavers; hardscaping; gunite nozzle person; stonecutter; form setter; manhole; catch basin and inlet builder; asphalt screedperson (only in Monmouth County)

GROUP 4:

Blaster

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PAIN0711-009 05/01/2017

Rates                      Fringes

Painters:

Work on bridges (all bridges that span major waterways, railroad bridges, bridges over canyons, overpasses)..... \$ 54.13                      27.12

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PAIN0711-014 05/01/2015

Rates                      Fringes

Painters:

All other work:  
Brush and roller..... \$ 37.76                      21.50  
Spray..... \$ 38.91                      17.19

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PLAS0029-001 05/01/2020

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION AND WARREN COUNTIES:

Rates                      Fringes

CEMENT MASON..... \$ 48.80                      27.90

Cement masons:

Work on suspended staging, not supported from the ground:  
\$.50 per hour additional.

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PLAS0592-030 05/01/2018

HUNTERDON, MIDDLESEX, SOMERSET AND UNION COUNTIES:

	Rates	Fringes
Cement mason.....	\$ 42.09	32.82

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TEAM0408-001 05/01/2018

ESSEX, MORRIS, SUSSEX AND UNION COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 37.51	35.38
Group 2.....	\$ 37.41	35.38
Group 3.....	\$ 37.31	35.38
Group 4.....	\$ 37.26	35.38

a. Employer contributes \$1472.15 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Winch trailer driver

GROUP 2:

Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

\* TEAM0469-001 05/01/2020

HUNTERDON, MIDDLESEX AND SOMERSET COUNTIES; UNION COUNTY (south of Wood Ave.); WARREN COUNTY:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 42.85	34.135
Group 2.....	\$ 42.90	34.135
Group 3.....	\$ 43.00	34.135
Group 4.....	\$ 43.10	34.135

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday falls.

DEFINITION OF GROUPS:

GROUP 1:  
Winch trailer driver

GROUP 2:  
Drivers of all Euclid-type vehicles: Euclid, International Harvester, Wabco, Caterpillar, Koehring, tractor and wagon; dumpster; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicles: flat, float, I-beam, low

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bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer and similar types of vehicle

GROUP 3:

Driver on straight three-axle materials: truck and float

GROUP 4:

Truck driver; driver of the following types of vehicles: dump, flat, float, pick-up, container hauler, fuel, water sprinkler, road oil, stringer bead, hot pass, bus, dumpcrete, transit mixer, agitator mixer, half track, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, A-frame, dual purpose truck, truck with mechanical tailgate, asphalt distributor, batch truck, seeding, mulching, fertilizing, air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all truck (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker or tow truck; utility truck; tack truck; lift truck; cardex person; drivers on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle, thokol track master pick-up (swamp cat pick-up), bucket loader, dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

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TEAM0560-001 05/01/2018

BERGEN, HUDSON AND PASSAIC COUNTIES:

	Rates	Fringes
Truck drivers:		
Group 1.....	\$ 37.25	35.38
Group 2.....	\$ 37.30	35.38
Group 3.....	\$ 37.40	35.38
Group 4.....	\$ 37.50	35.38

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level B, C or D personal protection for any workers other than the truck driver: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the employee has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

DEFINITION OF GROUPS:

GROUP 1:

Driver of the following types of vehicle: dump; flat; float; pick-up; container hauler; fuel; water sprinkler; road oil; stringer bead; hot pass; bus; dumpcrete; transit mixer; agitator mixer; half track; winch truck; side-o-matic; dynamite; powder; x-ray; welding; skid; jeep; station wagon; stringer; A-frame; dual-purpose truck; truck with mechanical tailgate; asphalt distributor; batch truck; seeding; mulching; fertilizing; air compressor truck (in transit); parts chaser; escort; scissor; hi-lift; telescope; concrete breaker; gin pole; stone, sand, asphalt distributor and spreader; nipper; fuel truck (driver of fuel truck including handling of hose and nozzle - entire unit); team driver; vacuum or vac-all trucks (entire unit); skid truck (debris container - entire unit); concrete mobile truck (entire unit); beltcrete truck; pumpcrete truck; line truck; reel truck; wrecker; tow truck; utility truck; tack truck; cardex person; driver on the following types of vehicle: Broyhill coal tar epoxy truck, Littleford bituminous distributor, slurry seal truck or vehicle,

nj 2

thiokol track master pick-up (swamp cat pick-up); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description; on-site repair shop

GROUP 2:

Driver of 3-axle materials truck and float

GROUP 3:

Driver of all Euclid-type vehicles: Euclid; International Harvester; Wabco; Caterpillar; Koehring, tractor and wagon; dumpster; dump; bottom, rear and side dump; carry-all and scraper (not self-loading, loading over the top); water sprinkler trailer; water pull and similar types of vehicle; driver of tractor and trailer-type vehicle: flat, float, I-beam, low bed, water sprinkler, bituminous, transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringing, seeding, fertilizing, pole, spread bituminous distributor, water pull (entire unit), tractor trailer, reel trailer, and similar types of vehicle

GROUP 4:

Winch trailer driver

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

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calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



	Rates	Fringes
Electricians:		
Apartments over 4 units.....	\$ 55.93	56.5%
Single family homes and apartments not to exceed 4 units.....	\$ 13.63	40.5%

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ENGI0825-006 01/01/2018

	Rates	Fringes
Power equipment operators:		
(1) Backhoe including Backhoe Track; Crane; Front End Loader 5 cu yd and over.....	\$ 47.07	30.30
(2) Backhoe Loader Combo; Front End Loader 2 yd < 5 cu yd; Hydraulic Crane < 10 cu yd;.....	\$ 45.48	30.30
(3) Bulldozer; Roller blacktop; Front End Loader 1 < 2 cu yd;.....	\$ 43.57	30.30
(4) Roller including Subgrade Roller; Front End Loader < 1 cu yd.....	\$ 41.91	30.30

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

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IRON0011-003 07/01/2018

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 41.39	44.67
Structural.....	\$ 43.44	44.67

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LABO0055-001 04/01/2017

	Rates	Fringes
LABORER.....	\$ 21.55	5.40

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PLUM0024-006 05/01/2018

	Rates	Fringes
PLUMBER.....	\$ 54.08	34.34

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\* ROOF0004-007 06/01/2019

	Rates	Fringes
ROOFER (Includes All Types of		

Roofs).....	\$ 38.77	27.03
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SUNJ2004-060 01/02/2009

	Rates	Fringes
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OPERATOR: Concrete Pump, Truck Mounted.....	\$ 13.50	2.34
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PAINTER: Brush and Roller, Excludes Drywall Finishing/Taping.....	\$ 25.20	5.99
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

..

"General Decision Number: NJ20200044 11/06/2020

Superseded General Decision Number: NJ20190044

State: New Jersey

Construction Type: Building

County: Union County in New Jersey.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020
2	05/29/2020
3	10/30/2020
4	11/06/2020

ASBE0032-008 09/19/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....	\$ 47.99	30.51
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BRNJ0002-014 11/01/2019

Rates Fringes

BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 43.56	32.50
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Work on high stacks: 22% per hour additional.

BRNJ0002-016 11/01/2019

Rates Fringes

MASON - STONE.....	\$ 43.56	32.50
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Work on high stacks: 22% per hour additional.

BRNJ0004-001 11/01/2019

Rates Fringes

CEMENT MASON.....	\$ 43.56	32.50
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BRNJ0007-022 06/03/2018

Rates Fringes

Tile finisher.....	\$ 44.46	30.16
Tile setter.....	\$ 57.71	33.47

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

CARP0006-009 11/01/2018

Rates Fringes

CARPENTER (Scaffold Builder).....	\$ 49.51	57%
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The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-010 11/01/2018

Rates Fringes

CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	\$ 49.51	57%
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CARP0006-012 11/01/2018

Rates Fringes

CARPENTER (Installer, Metal Stud).....	\$ 49.51	57%
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The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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CARP0029-008 11/01/2018

	Rates	Fringes
Soft floor layer.....	\$ 49.51	57%

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\* CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	\$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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ELEC0102-023 06/03/2019

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring)		
Cable Splicer.....	\$ 63.04	56.75%
Electrician.....	\$ 57.31	56.75%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

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ENGI0825-020 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45
GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45

Hazardous waste removal work:  
 Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:  
 New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after

the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

GROUP 5:

Oiler

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IRON0011-012 07/01/2018

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 41.39	44.67
Structural, Ornamental.....	\$ 43.44	44.67

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LAB00008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.37	21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation

plants)

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LABO0222-006 07/01/2012

Rates Fringes

LABORER

MASON TENDER:

Brick/Cement/Concrete.....\$ 29.85 23.07

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LABO0222-009 07/01/2012

Rates Fringes

Laborers:

Asphalt Shoveler, Asphalt  
Spreader, Common or  
General Laborer, Landscape  
Laborer, Pipelayer, Power  
Tool Operator and  
Screedman.....

\$ 29.35 23.07

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\* PAIN0711-018 05/01/2020

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 40.39 26.26

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PAIN0711-021 05/01/2017

Rates Fringes

Glazier.....\$ 44.81 23.16

Work welding or using a cutting torch:  
\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing  
the working height of the platform is 30 ft. or above; and  
on motorized lifts provided that the height of the lift  
platform is above the second floor or above thirty feet:  
\$1.00 per hour additional.

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PAIN0711-022 05/01/2017

Rates Fringes

PAINTER (Spray).....\$ 39.25 22.66

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PLAS0029-003 05/01/2020

Rates Fringes

PLASTERER.....\$ 48.80 27.90

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PLUM0024-014 05/01/2019

Rates Fringes

PLUMBER (Excluding HVAC Pipe  
Installation).....\$ 55.19 35.45

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PLUM0475-014 05/01/2019

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 50.16	40.38

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ROOF0004-007 06/01/2019

	Rates	Fringes
ROOFER (Includes All Types of Roofs).....	\$ 38.77	27.03

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SFNJ0696-006 07/01/2020

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 62.64	31.23

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\* TEAM0408-002 05/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck.....	\$ 39.21	27.32
Off the Road Truck.....	\$ 39.31	27.32

a. Employer contributes \$1813.39 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

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\* TEAM0469-006 05/01/2020

Union County (South of Wood Ave.)

	Rates	Fringes
Truck drivers:		
Dump Truck.....	\$ 42.85	34.135
Off the Road Truck.....	\$ 43.00	34.135

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

-----  
SUNJ2004-020 01/02/2009

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 32.91	5.77
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 54.72	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: NJ20200065 11/06/2020

Superseded General Decision Number: NJ20190065

State: New Jersey

Construction Type: Heavy

County: Union County in New Jersey.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	11/06/2020

BRNJ0004-001 11/01/2019

	Rates	Fringes
CEMENT MASON.....	\$ 43.56	32.50

CARP0006-009 11/01/2018

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 49.51	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-013 11/01/2018

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 49.51	57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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\* CARP0715-007 05/01/2020

	Rates	Fringes
Millwright.....	\$ 51.58	58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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ELEC0102-026 06/03/2019

	Rates	Fringes
ELECTRICIAN		
Cable Splicer.....	\$ 63.04	56.75%
Electrician.....	\$ 57.31	56.75%

Work forty ft. or more above the ground or protective rigging (does not apply to pole work, or to use of a manlift or high reach-type lift): 10% per hour additional.

Work with, or the removal of, asbestos materials: 112% times the journeyman rate.

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ENGI0825-021 07/01/2018

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.77	30.45
GROUP 2.....	\$ 50.18	30.45
GROUP 3.....	\$ 48.27	30.45
GROUP 4.....	\$ 46.64	30.45
GROUP 5.....	\$ 44.93	30.45

Hazardous waste removal work:  
Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:  
New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable)

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Crusher; Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Broom; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Roller, Grade; Pump

GROUP 5:

Oiler

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IRON0011-012 07/01/2018

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 41.39	44.67
Structural, Ornamental.....	\$ 43.44	44.67

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LAB00172-007 09/01/2018

	Rates	Fringes
Laborers:		
Landscape Laborer, Power		
Tool Operator.....	\$ 40.00	29.80
Pipelayer.....	\$ 40.70	29.80

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day

upon which the holiday falls or is observed.

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LABO0222-013 07/01/2012

	Rates	Fringes
LABORER		
MASON TENDER:		
Cement/Concrete.....	\$ 29.35	23.07

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PAIN0711-023 05/01/2017

	Rates	Fringes
Painters:		
Work on bridges (Major Bridges Designed for Commercial Navigation).....	\$ 54.13	27.12

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PAIN0711-024 05/01/2017

	Rates	Fringes
Painters:		
New Construction Brush and roller.....	\$ 40.19	22.72
Repaint work, on projects on which no major alterations occur. Brush and roller.....	\$ 29.05	18.91

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PLUM0475-020 05/01/2017

	Rates	Fringes
PIPEFITTER.....	\$ 48.51	32.50

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\* TEAM0408-003 05/01/2020

	Rates	Fringes
TRUCK DRIVER		
Dump Truck.....	\$ 39.21	27.32
Off the Road Truck, Flatbed Truck, Pickup Truck, Vacuum Truck.....	\$ 39.31	27.32

a. Employer contributes \$1813.39 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, "shapes", one day of the calendar week during which the holiday occurs.

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\* TEAM0469-009 05/01/2020

Union County (South of Wood Ave.)

Rates Fringes

Truck drivers:

Dump Truck; Flatbed Truck, Pickup Truck,		
Vacuum Truck.....	\$ 42.85	34.135
Off Road Truck.....	\$ 43.00	34.135

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, in a zone requiring Level A personal protection for any workers other than the truck driver: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.

VACATION PAY CREDIT:

Workers working or receiving pay for 80 days within a year receive one week paid vacation (48 hours); 125 days receive two weeks paid vacation (96 hours); 145 days receive 15 days paid vacation (120 hours); 15 years seniority and 145 days receive 4 weeks paid vacation (160 hours).

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SUNJ2004-041 01/02/2009

Rates Fringes

LABORER: Common or General.....	\$ 26.73	13.67
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
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(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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=====

END OF GENERAL DECISION"



**DIVISION 1 – GENERAL CONDITIONS**

## **SECTION 01000 – GENERAL CONDITIONS**

### 1.0.1 General

The Contract Documents for this work are identified in the Article of the Contract entitled Definitions.

The term “Engineer” and “Landscape Architect” are used interchangeably within the General Requirements and Technical Specifications for the Contract Documents and are intended to refer to the Owner’s Design Representative familiar with the design or construction phases of the project.

Where conflicts appear between the General Requirements contained herein and the following section, the most stringent shall govern.

### 1.0.2 Work Included

The following information is part of General Requirements:

- 1.0 - General
- 1.1 - Additional Information
- 1.2 - Special Project Procedures
- 1.3 - Coordination
- 1.4 - Field Engineering
- 1.5 - Regulations
- 1.6 - Measurement and Payment
- 1.7 - Project Meetings
- 1.8 - Quality Control
- 1.9 - Construction Facilities and Temporary Utilities
- 1.10 - Material and Equipment
- 1.11 - Special Conditions

The Technical Specifications consist of the following Sections:

- Section 01000 – **General Conditions**
- Section 02000 – **Site Work**
- Section 02010 – **Mobilization**
- Section 02105 – **Environmental Protection**
- Section 02230 – **Site Clearing, Tree Removal**
- Section 02300 – **Earthwork**
- Section 02370 – **Erosion and Sediment Control**
- Section 02741 – **Hot Mix Asphalt Paving**
- Section 02900 – **Topsoil, Seeding and Planting**
- Section 02950 – **Cleanup and Restoration**
- Section 03000 – **Concrete**

### 1.0.3 Project Description

A description of the work to be performed is included in the specifications and outlined on the engineering plans. The Contractor is to furnish all labor, materials and equipment required for the project and related construction for the bid prices. The work is to be coordinated by the Contractor with a Project Manager located on the construction site.

The Contractor is to provide administrative and scheduling personnel as well as provide all the labor, superintendence, materials, plant, tools and equipment necessary and required for properly performing and completing the work as described and more particularly specified within the time stipulated. He is to furnish, erect, maintain and such temporary works as may be required. These requirements include, but are not restricted to, suitable quarters for workers where necessary, including temporary sanitary facilities, water supply, heat and light for the workers as well as for construction purposes. Existing public roads which are adjacent to the construction site may be affected by construction activities on the site. The Contractor will be required to keep these roads open at all times during the contract and maintain these roads in a safe condition which is suitable for the public use. The cost of connection to, or extension of, existing utility services from locations on the existing property is to be borne by the Contractor under this Contract. Temporary roads, guards, lights and signposts are to be included, as necessary. The Contractor is to furnish all material, equipment and labor necessary to complete his work in accordance with the terms of this Contract and the requirements thereunder, including all general and detailed Specifications hereinafter outlined.

The construction schedule is to be coordinated with the Owner and the Engineer. Regularly scheduled job meetings are to occur at least twice monthly during the full contract period and thereafter as may be necessary.

\* \* \* \* \*

## 1.1 Additional Information

### 1.1.1 Insurance and Time Limits

The Contractor is to refer to the appropriate sections of specifications for insurance requirements and time limits relating to project completion.

### 1.1.2 Patents and Copyrights

Refer to the Contract section of the Specification.

### 1.1.3 Guarantees

Refer to the Contract section of the Specification.

### 1.1.4 Other Contracts

The Owner may have other contracts related to the work of the Contractor. The Contractor is to cooperate with other contractors with regard to storage of materials and execution of the work. It is the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities indicates the work of other contractors has been satisfactorily completed to receive his work. The Contractor is not responsible for defects of which he could not have known, which develop in the work of others after the work is completed. Where work under this Contract is to be connected to work under other contracts, it is the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.

### 1.1.5 Witness Testing

All testing of materials and equipment specified under the various sections of these Contract Documents is to be witnessed by the Engineer. Contractor will give the Engineer reasonable advance notice of such testing and will make reasonable accommodations for the Engineer to witness such testing.

\* \* \* \* \*

## 1.2 Special Project Procedures

The insurance coverage shall be payable in case of loss to The Owner.

### 1.2.1 Emergency Telephone

The Contractor is to maintain telephones at all times after regular working hours, including weekends and holidays, where he or his representatives can be reached on an emergency basis. The Contractor or his representatives are to be prepared to act to correct conditions on the site deemed to constitute an emergency by either the Owner, his agent, the Engineer, or local authority, but he is not to wait for instructions before proceeding to properly protect both life and property. If a condition on the site requires attention after working hours, either the Owner, agent, Engineer, or local authority may call the Contractor or his representatives at the emergency telephone number, identify himself and describe the emergency condition. The Contractor is expected to dispatch men and equipment to adequately institute corrective measures within two (2) hours. If, for some reason, the Contractor or his agent cannot be reached at the emergency number after a reasonable time (1/2 hour), the Owner will have the right to immediately initiate corrective measures in accordance with the Article which follows, covering Emergency Services to Correct Hazardous Conditions, and the Contractor will be considered to have waived any right to perform emergency service.

### 1.2.2 Emergency Services to Correct Hazardous Conditions

In the event that the Contractor fails to maintain safe job conditions or traffic conditions, including, but not limited to, trench settlement and hazardous piling or storage of backfill or construction materials, the Owner, after failure of the Contractor to commence substantial steps at the job site to rectify the situation within two (2) hours of the time the contractor has been notified, pursuant to the preceding paragraph, of the unsafe conditions, may hire guards, take such precautions, make such repairs and take any other steps which the Owner or the Owner's agent, in its discretion, considers necessary to protect the property, persons, or the Owner. The cost of any of these precautions, guards, or steps will be deducted from the payments due the Contractor, and the Contractor will be billed for these services, work, and materials at prevailing rates.

### 1.2.3 Notification to Utility Companies and Owners of Buried Pipelines

The Contractor is to comply with all provisions of the "Underground Facility Protection Act" (Public Law 1994, Chapter 118). The Contractor is to give notice at least three (3) business days and not more than ten (10) business days prior to the start of any work in the vicinity of existing utilities or appurtenances to the Garden State Underground Plant Location Service (N.J. One-Call System at 1-800-272-1000). The Engineer is to be furnished, in writing, with the date such notice was given and the Garden State Underground Plant Location Service "Markout Confirmation Number", prior to the start of any work. In addition, it is the responsibility of the Contractor to notify the Owner of any utility which is not a member of the "N.J. One-Call System".

### 1.2.4 Work In Bad Weather

During freezing, stormy or inclement weather, no work is to be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

When required, protection is to be provided by use of tarpaulins, wood and building paper shelters, or other approved means.

During cold weather, materials are to be preheated, if required, and the materials and adjacent structure into which they are to be incorporated are to be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces are to be artificially heated by approved means which will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar are to be sufficiently heated so that the mixture will be warm throughout when used.

The Contractor shall also take measures to prevent run-off from entering the work area.

\* \* \* \* \*

### 1.3 Coordination

#### 1.3.1 General

The review and coordination of shop drawings, actual execution of the work, and testing between general construction work, equipment and piping installation, pertinent instrumentation and electrical work is the responsibility of the Contractor.

The Engineer will check each shop drawing submitted to determine whether it complies with the intent of the Contract Documents and the design. This same requirement is placed on the Contractor and his supplier.

It is the intention of the Contract Documents to place various materials of construction and related requirements in their proper place both on the Drawings and in the specifications. However, no guarantee is made that such locations are, in every instance, where the Contractor might expect to find them.

The Contractor is required to provide, or make available, all of the Contract Documents to each vendor and subcontractor, both prior to bid to ensure proper Proposals, and during construction to insure compliance with the intent of the Contract Documents. This is the sole responsibility of the Contractor.

The Engineer is not responsible for project coordination between various subcontractors, which is the responsibility of the Contractor. The Engineer will observe, by attendance at regularly scheduled job meetings, the orderly flow and progress of the work. The various subcontractors and those people responsible to them are required to interact with each other to insure that the work progresses in an orderly fashion and without exceeding the time allotted in the Contract.

The Contractor is to refer to the appropriate section of the Contract Documents which defines the limitations of the Engineer's responsibilities.

The Contractor is responsible for reading all the Specifications and following the various Contract Drawings. His review of all the Contract Documents as well as shop drawings, coordination drawings and other information required to complete the project is his sole responsibility. He is to request clarification on any matters where ambiguities might exist, in order to receive instruction as to the proper documents to follow.

All products or materials which require the selection of color finishes are to be submitted early and with sufficient lead time to permit the Owner or his Engineer or Architect to develop an overall color coordination system for use by the Contractor in the final installation. Delays in submitting such product or material samples or color charts at one time may delay the selection process and prevent the Contractor from granting suppliers final releases for fabrication.

#### 1.3.2 Working Hours

The Contractor should generally limit construction operations and activities between the hours of 7:00 a.m. to 4:30 p.m. unless stricter limitations are established by law. No pile driving, pulling or other noisy operations, or operations entailing the use of vibratory hammers or compactors will be permitted, other than between the hours of 8:00 a.m. to 4:00 p.m. During the weekends and holidays, the Contractor shall refrain from use of noisy equipment.

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## 1.4 Field Engineering

### 1.4.1 Method of Construction

Before starting the work, and from time to time during its progress as the Engineer may request, the Contractor is to outline to the Engineer the methods he plans to use in doing the work and the various steps he intends to take.

### 1.4.2 Additional Instructions and Detail Drawings

The Engineer may furnish the Contractor with additional instructions and detailed drawings as may, in the opinion of the Engineer, be required to clarify the work included in the Contract. The additional drawings and instructions, thus supplied to the Contractor, will be coordinated with the Contract Documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor is to carry out the work in accordance with any additional detailed drawings and instructions. Additional instructions and detail drawings are not to be considered extra work.

### 1.4.3 Changes in Design

If, during construction, it is found expedient by the Contractor to modify or change the design of any part of the facility, including the equipment or any part thereof, completely detailed and checked working drawings showing the proposed changes are to be submitted to the Engineer for his review. Any permitted modification or change of design as set forth above is to be at the sole discretion of the Engineer. Approval of such changes does not release the Contractor from his obligation or guarantees, nor are any of the conditions of the Contract abrogated thereby. Any additional costs, including redesign costs to this Contract resulting from these changes, are to be borne by the Contractor.

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## 1.5 Regulations

### 1.5.1 General

All work under this Contract is to comply with all applicable requirements of Federal, State and local statutes, regulations, and codes, and especially the safety provisions contained therein.

Certain work to be done within the scope of this Contract may be required to meet the specification of persons, municipalities or bodies other than the Owner. The Contractor is to be responsible for obtaining the approval and acceptance of his completed work by such persons, municipalities, counties and similar bodies. Such work may include, but is not to be restricted to installation of sidewalks, curbs, pavement or utilities; plumbing, electrical and building construction work or other incidental work required to complete the Contract.

### 1.5.2 Environmental Protection

The Contractor is to minimize environmental impact due to his construction operations during all phases of his work. This shall include, but is not limited to, prohibition of the following construction procedures.

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or any unspecified locations.
2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, wetlands, or surface waters.
3. Pumping of silt-laden water from trenches or other excavations into surface waters, stream corridors, or wetlands.
4. Damaging vegetation adjacent to or outside of the limit of work or the right of way.
5. Disposal of trees, brush, and other debris in any stream corridors, wetlands, surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of any flow line of any stream.
7. Open burning of project debris.
8. Use of chemicals for dust control.
9. Use of asphaltic mulch binder.
10. Discharge of test waters with high chemical disinfectant or other pollutant concentrations.

The Contractor shall protect, to the dripline, all trees not designated by the Engineer to be removed.

The Contractor is directed to the appropriate sections of the Specifications for additional information regarding environmental work and protection.

### 1.5.3 Labor, Safety, Health and Security Regulations

The Contractor is to refer to the appropriate portions of Information for Bidders regarding Regulations.

The Contractor is to provide adequate signs, barricades, red lights and uniformed guards and take all necessary precautions for the protection of the workers, the work and the safety of the public. All traffic control shall be in accordance with the requirements of the latest edition of the USDOT "Manual of Uniform Traffic Control Devices". All barricades and obstructions are to be protected at night by suitable signal lights which are to be lit from sunset to sunrise. Barricades are to be of substantial construction and painted such as to increase their visibility at night.

Suitable warning signs are to be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

The Contractor is to keep on proper lights each night between the hours of sunset and sunrise at and upon all portions of his work; upon all ranges or other stakes in connection with the work, when deemed necessary by the Owner or by the proper authorities, or when required by the liability insurance coverers, and is to be responsible for all injuries and damages resulting from neglect or failure in this respect. Night lighting must be so sized, concentrated and located so as to cast sufficient illumination around new construction and excavations. All excavations and obstructions must be properly marked, lighted and provided with railing and other guards.

The Contractor is to maintain sufficient guards by day and night to prevent accidents of any kind or character whatsoever, and will be liable for any damage which may arise from any negligence on his part or that of his agents and employees.

If, at any time, in the opinion of the Owner or the Engineer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Owner will have the right, but not the obligation, to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor is to promptly comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or his representative is not upon the grounds so that he can be immediately notified of this insufficiency of safety precautions in accordance with the procedures for notification of the Contractor specified under "Emergency Telephone", then the Owner may put the work into such a condition that it shall be, in his opinion, in all respects safe and the Contractor is to pay all expenses of such labor and materials as may have been used for this purpose by him or by the Owner. Such action of the Owner or the Engineer, or their failure to take such action, will in no way relieve the Contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of the safety precautions taken by him, by the Owner acting under authority of this Section.

#### 1.5.4 Sanitation

Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the work and beginning with the first persons engaged in preliminary operations, are to be provided and maintained by the Contractor in sufficient numbers, in such a manner and at such locations as will be approved. Sanitary facilities are to be completely self-contained, chemically treated and regularly serviced.

#### 1.5.5 Sales Tax Exemption

Materials and equipment purchases for permanent installation in the project will be exempt from the New Jersey State Sales and Use Tax. Each Bidder shall take this exemption into account in calculating his bid. It shall be the Contractor's responsibility to file the necessary exemption applications.

### 1.5.6 Fire Safety

The Contractor is held responsible and is to maintain conditions which promote fire safety in his operations at all times. Materials which could constitute a fire hazard such as gasoline, paints, wood and paper products are to be safely stored.

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## 1.6 Measurement and Payment

### 1.6.1 General

For the estimating of quantities in which the computation of areas by geometric method would be comparatively laborious, it is stipulated and agreed that the planimeter may be considered an instrument of precision adapted by the measurement of such areas.

It is further stipulated and agreed that the computation of the volume of prismsoids is to be by the method of average end areas.

### 1.6.2 Description

A. The items listed in the Bid Form constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, Contractor's field office, layout surveys, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, heat, maintaining traffic, removal of waste, watchmen, bonds, insurance, mobilization and demobilization, environmental protection and erosion control, and all other requirements of the General Conditions, Supplementary Conditions, General Requirements and other sections of the Contract Documents, or which can be reasonably inferred therefrom. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed in the Bid Form.

B. Each lump sum and unit bid price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item, unless otherwise specifically noted.

### 1.6.3 Estimate of Quantities

A. Estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. Owner does not expressly or by implication agree that the nature of the materials encountered or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as Owner may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate measurement, or by any changes or alterations in the Work ordered by Engineer in writing.

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## 1.7 Project Meetings

### 1.7.1 Preconstruction Conferences

Before construction is started, preconstruction conferences shall be held. During the first conference the Owner, his Engineer, and the Contractor will discuss the procedures to be followed by the Contractor during the construction process.

The Contractor will also be required to attend a preconstruction conference attended by all utility companies and State and local authorities should one take place.

### 1.7.2 Job Meetings

The Engineer may schedule regular job meetings during the life of the Contract. The time and location of meetings is to be set by the Engineer. The Contractor, unless otherwise notified by the Engineer, is to have an authorized representative attend each meeting.

The purpose of these meetings is for maintaining communication between the Owner, Engineer and Contractor, including the Contractor's subcontractors and suppliers. The meetings are to be used to coordinate various parts of the work, update construction schedules, prepare progress estimates and respond to questions which may be raised by the various participants.

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## 1.8 Submittals

### 1.8.1 General

This section covers a variety of different types of documents, drawings, and material which the Contractor is to provide to the Engineer or Owner for his approval, information, or use. Submittals will include, but not be limited to: bonds, bid price breakdown, construction schedule, shop drawing schedule, shop drawings, samples, color charts, operating and maintenance manuals, parts lists, spare parts and materials, special tools, and guarantees.

These items are to be submitted as specified in this Division and other Divisions of the Specifications, in the proper quantities, and in a timely manner.

### 1.8.2 Shop, Coordination, Setting and Installation Drawings and Samples

The Contractor shall promptly submit to the Engineer, one (1) reproducible and seven (7) copies of detailed shop drawings, guaranteed test curves, and manufacturer's specifications for all equipment, tools and furnishings to be supplied under this Contract. Detailed shop drawings shall be submitted for items such as mechanical equipment, fabricated items, miscellaneous metals, reinforced plastics, structural steel, reinforcing steel, instrumentation and other work, whether or not mentioned in this section.

The Contractor shall submit these data with such promptness as to avoid delay in the work. In no case shall shop drawings be submitted later than 30 days after Contract signing. Mechanical items, electrical items, instrumentation, reinforcing steel, and other items requiring long lead times and extensive review time shall be submitted first. Items requiring a lesser degree of lead time or review time may be submitted toward the end of this 30 day period. In order for the Contractor to be deemed to have fulfilled this requirement, his individual submissions must be complete in every respect so that a logical and orderly review might follow. Piecemeal submissions are not acceptable. Final submissions for approval must be complete in all respects.

When dimensions are of particular importance, the drawing must be certified by the manufacturer as correct for this project.

The Engineer will review submitted data within a reasonable time after receipt of such data considering the complexity and completeness of such submissions. He shall determine at his sole discretion whether the data submitted are sufficient to render a decision. Resubmission of drawings by the Contractor for the Engineer's approval must be completed within thirty (30) days of the return of the previous submission by the Engineer, unless the Engineer specifically agrees to the contrary.

No materials, equipment or specialties are to be purchased, fabricated or released until the Engineer has approved the shop or working drawings as conforming to the contract requirements. All materials and work involved in the construction shall then be as represented by such drawings.

Shop drawings are to be not smaller in size than 8-1/2" x 11" nor larger than 30" x 42". Reproductions of the Engineer's drawings will not be acceptable as shop drawings. Before submitting shop drawings, the Contractor must check and sign all drawings, noting thereon any deviation from the Contract Drawings and Specifications.

One (1) reproducible and seven (7) copies of shop drawings, test curves, or other material are to be submitted for approval. Following his review, the Engineer will return two (2) copies to the

Contractor. If shop drawings are checked "Amend and Resubmit" by the Engineer, the Contractor must resubmit one (1) reproducible and six (6) copies of the revised shop drawings, of which two (2) will be returned to the Contractor by the Engineer.

The Contractor is to be responsible for furnishing subcontractors with approved shop drawings as required. No shop drawings are to be used for construction, ordering, fabrication, or other reasons unless marked "No Exceptions Taken" or "Make Corrections Noted" by the Engineer. Should the Contractor desire more than two (2) copies of approved shop drawings, he is to submit one (1) additional reproducible drawing, identical to that approved by the Engineer, to the Engineer. The Engineer will then mark this additional reproducible drawing and return it to the Contractor for his use.

The Contractor is to note the difference in action expected by the Engineer with regard to Engineer required drawings such as shop, coordination and installation drawings, and those which are presented by the Contractor, by his own choice, and for his convenience. Engineer required drawings are to be construed as those which define shop systems work, parts drawings, fabrication drawings, test reports, certifications, and manufacturer's installation requirements. These will be reviewed and stamped appropriately by the Engineer after detailed review.

Contractor's coordination and/or installation drawings which are presented at his option are to be construed as those which assist the Contractor in his orderly execution of the work. Such drawings will be reviewed by the Engineer only as a convenience afforded the Contractor and shall not be stamped by the Engineer.

All Engineer required drawings are to be stamped by the Contractor certifying his review and approval thereof. The stamp is to bear the following information:

**APPROVED FOR CONTRACT REQUIREMENTS**

**The Contractor's signature below indicates that he has checked the drawing with the Contract Drawings and Technical Specifications and found it to meet all requirements of same including dimensions, and that the Contractor's guarantee fully applies to the specified material or equipment.**

RE: Specification Section \_\_\_\_\_ Page No. \_\_\_\_\_  
Paragraph No. \_\_\_\_\_

Drawing Sheet \_\_\_\_\_ By: \_\_\_\_\_  
Signature/Contractor

Approval of any shop drawings, manufacturer's specifications, or other material by the Engineer does not relieve the Contractor of the responsibility for:

- a) Errors of any sort in shop or setting drawings or schedules.
- b) Deviations from Contract Drawings or Specifications unless the Contractor has given written notice to the Engineer of any such deviations at the time of submission.
- c) Responsibility for proper performance of his work.
- d) Coordination with other trades.
- e) Safety and security on the job site.

Data must include dimensions, detailed drawings, and manufacturer's specifications for all items. Specific data required are set forth under the various Specifications items, but in general, are to include characteristics and efficiency curves for all motors and pumps, as well as weights of equipment to be delivered.

When required by the specifications, the Contractor is to furnish duplicate samples of materials, finishes or other items proposed to be used in the work. All materials, finishes and workmanship incorporated in the work are to be similar and equal to the approved samples. The Engineer shall retain such samples until final acceptance of the project and return only those samples specifically requested.

The Contractor is to prepare and submit to the Engineer for approval, a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work. Such schedules will be subject to change from time to time in accordance with the progress of the work. Major emphasis will be placed on the submission of the shop drawing schedule which is to include submittal dates, time of starting manufacture, time of testing at place of manufacture where applicable, and date of delivery.

### 1.8.3 Operating and Maintenance Instructions

The Contractor is to furnish six (6) sets of approved operating and maintenance instructions, completely covering the operation and maintenance of all equipment; scales, pumps, heating, ventilating and air conditioning equipment; plumbing and electrical work; automatic controls and instrumentation. In addition, he is to neatly frame one (1) set of concise operating and maintenance instructions and control diagrams for each trade and deliver them to the Owner. Manuals are to be bound in hard covers and include, as a minimum, the following for each piece of equipment and device:

1. Manufacturer's descriptive literature.
2. Maintenance instructions, including recommended lubricants and lubrication schedule, spare parts, parts lists and assembly drawings.
3. Troubleshooting and repair information and charts.
4. As-installed control diagrams, including color coded wiring diagrams for all electrical motor controller connections and interlock connections with other mechanical equipment.
5. Step by step operating instructions for each piece of equipment and system, including preparation for starting, shutdown and draining, and emergency operation.
6. Performance data.
7. Copies of all approved Shop Drawings.
8. Recommended spare parts lists, including part numbers.

9. Provided spare parts listing, including part numbers.

Each item of equipment is to be identified by a permanently attached nameplate made of brass or other corrosion-resistant metal with incised letters and bearing the following information:

1. Manufacturer's name and address
2. Serial and model numbers
3. Rated Capacity
4. Temperature, pressure or other limitations

All operating and maintenance instructions are to be submitted prior to the Contract reaching fifty (50%) percent of completion

#### 1.8.4 Payment Schedule and Cost Breakdown

Prior to contract signing, the Contractor is to have submitted and received approval on a cost breakdown which may be used in preparing the monthly requisition for payment. The breakdown is to be in sufficient detail to facilitate a meaningful and fair estimate of work in place as evaluated by the Engineer. Any unrealistic breakdown of work which is anticipated early in the construction period may be cause for rejection of the breakdown and require resubmittal prior to contract signing.

The cost breakdown is to define costs associated with individual subcontracts by key elements.

#### 1.8.5 Special Tools

The Contractor is to furnish with each equipment item furnished, all special tools required and recommended by the manufacturer. This requirement is in no way intended to cover the furnishing of readily available tools for mechanical work.

#### 1.8.6 Certified Test Reports

All equipment for which specific performance standards are established including pressure, flowrate, head, efficiency, function or other special requirements shall be tested in the shop prior to shipment to the field by the manufacturer in order to demonstrate compliance with the specified standards. Compliance with the specified standards shall also include compliance with applicable codes and standards as outlined in the Contract Documents and as customarily required by industry standards. The Contractor shall advise the Engineer a minimum of two weeks in advance of shop testing and the Engineer may elect to witness the testing procedures.

The equipment manufacturer shall prepare and submit for review, seven copies of actual test data and summary reports on the testing performed. The reports shall summarize the test data, provide detailed interpretation of the test data, provide test data curves showing equipment performance and demonstrate compliance with applicable standards. The test reports shall be certified to be true and accurate by an authorized representative of the manufacturer and shall bear the manufacturers notarized signature.

Certified test reports shall be forwarded to the Engineer for review and equipment shall not be shipped to the project site until the Engineer notifies the Contractor in writing that the test reports are acceptable.

#### 1.8.7 Record Drawings

The Contractor is to keep accurate records of all deviations of his work from that shown on the Drawings, and indicate the actual construction with colored lines on a set of white drawings.

During the course of construction, the Engineer reserves the right to examine the Contractor's record drawings to ascertain whether adequate effort is being afforded to the record drawings. The Contractor's failure to properly maintain accurate record drawings may result, at the option of the Owner, in sufficient monies being retained from the Contractor's progress pay estimates to cover the costs of maintaining proper records.

After completion of the project, the Contractor is to use Auto CAD to make all changes and submit to the Engineer one (1) set of white drawings indicating thereon a complete record of any changes or revisions which exist in the completed work as well as one digital copy.

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## 1.9 Quality Control

### 1.9.1 Conformance to Drawings and Specifications

All work is to conform during its progress and upon its completion truly to the lines, levels and grades indicated on the Drawings or given by the Engineer and is to be built in a thoroughly substantial and workmanlike manner, in accordance with the Drawings, Specifications and directions given from time to time by him. In no case will any work in excess of Drawing requirements and Specifications be paid for, unless ordered in writing by said Engineer.

### 1.9.2 Lines, Grades and Measurements

The controlling bench marks and field ties as shown on the drawings are to be used by the Contractor, who is to provide at his own expense such stakes, batter boards, forms, laser levels and surveying equipment materials and labor as may be required. Additional batter boards, lines, grades and forms may be furnished and set by the Contractor if so desired.

The Contractor is to provide a licensed surveyor to provide layout and proposed elevations on site. The surveyor shall return to the site as required to reset or provide new stakes at the Contractor's expense. The layout shall be completed in the beginning of the project to determine if there are any conflicts.

The Contractor is to adequately protect all monuments, stakes and marks set by the Engineer. If they are disturbed or obliterated during the progress of the work, or otherwise they will be replaced by the Engineer at the Contractor's expense. After the Contractor has erected batter boards or forms, and set elevations for the structures, the Engineer is to be afforded the opportunity to check such work for alignment, grade and location of fields, piping or equipment.

The Contractor shall notify the Engineer immediately of any discrepancies between the existing elevations and the measured field conditions. The Contractor will not be compensated for any additional work if any discrepancy is disturbed where the claim cannot be checked by the Engineer within five (5) working days. In addition, the Contractor will not be compensated for any additional work where the vertical discrepancy is less than eighteen (18) inches. At no additional cost to the Owner, the Engineer may adjust grades, if deemed necessary, to correct a noted deficiency.

### 1.9.3 Dimensions of Existing Structures

The Contractor is to verify in the field, the dimensions and locations of existing structures, where an error or incomplete information relative to the location or dimension of existing structures would affect the construction to be done under this Contract. The Contractor is to verify such dimensions and locations before continuing with the construction work to the point where it would be affected.

### 1.9.4 Datum

All elevations shown on the Drawings or used in the Specifications are expressed in feet and refer to NAVD 1988 Datum, unless otherwise noted.

### 1.9.5 Standard Specifications

All standard specifications referred to herein, such as NJDOT, ANSI, ASTM, AWWA, and the like, unless otherwise noted are to be the latest revision thereof, at the time of bidding and by reference are to be considered part of this specification as if written out herein full.

### 1.9.6 Services of Testing Laboratories and Special Consultants

The Owner may retain and, except as otherwise specified, pay for the services of an independent testing laboratory to do such sampling and to make such tests as the Owner or Engineer may deem necessary to verify that the materials and equipment proposed for or incorporated into the work conform to the requirements of the Contract Documents. Payment for such testing will be provided in the Article of the contract entitled, "Examination of Work and Testing".

### 1.9.7 Clean-Up

During the course of construction all efforts must be made to maintain a neat and orderly project. Clean-up is to be pursued on a regular basis and in conjunction with the construction. The Contractor is to be responsible for clean-up during the life of this Contract with the full cooperation of all subcontractors. Upon completion of all construction, final clean-up is to include removal of all excess materials, equipment, backfill, etc., and the site is to be restored to a condition equal to or better than that existing prior to construction. Should the Contractor fail to remove such material, equipment and supplies, the Owner has the right to remove them at the expense of the Contractor.

At the completion of construction, the Contractor must tear down and remove all temporary structures unless expressly directed otherwise, and remove remaining rubbish of all kinds from all Contract structures, and from the site occupied during the progress of the work. The Contractor is to remove all concrete and ballast droppings and leave the site and the adjacent property which may have been affected by his operations in a neat and satisfactory condition. All structures and parts thereof constructed by the Contractor are to be thoroughly cleaned and left in first-class condition.

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## 1.10 Construction Facilities and Temporary Utilities

### 1.10.1 Maintenance of Structures, Utilities, and Natural or Man-Made Surroundings

All existing utilities and/or process systems are to be kept in operation at all times during construction operations unless prior arrangements have been made to provide alternative service.

From the commencement of work, the Contractor is to be solely responsible for the care of the work during its progress for materials delivered and intended to be used, and for the protection to existing structures and trees or shrubs on or adjacent to the site of the work. Any injury or damage to the same is to be made good at the Contractor's expense.

If any bypassing or disruption to plant operations inadvertently occurs or is anticipated, the Contractor shall immediately notify the Engineer and Owner.

### 1.10.2 Occupying Private Land

The Contractor is not to enter or occupy with workers, tools, materials, or equipment, any land outside the easements or property of the Owner, unless written consent from said private property owner has been given to the Contractor and a copy of the consent provided to the Owner beforehand.

### 1.10.3 Existing Construction and Facilities

When new construction is adjacent to streets or utilities under the jurisdiction of County, City or other public agency, public utility or private entity, the Contractor must secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor is to replace or repair all existing construction damaged in the execution of this contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

### 1.10.4 Public Convenience

The Contractor is at all times to conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to insure the protection of persons and property. No road or street is to be closed to the public except with the permission of the proper authorities.

Fire hydrants on or adjacent to the work are to be kept accessible to fire-fighting equipment at all times. Temporary provisions are to be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which are not to be obstructed.

The Contractor is solely responsible for satisfactorily maintaining flows in the existing utilities, affected by the work, at all times during the course of construction, unless otherwise indicated in the Contract Documents. All costs for such maintenance is deemed to be included under the price bid and no additional costs are to be paid by the Owner for any work involved in this maintenance.

### 1.10.5 Temporary Utilities

The Contractor is to make all necessary arrangements for temporary utilities required or herein specified. No specific payment will be made for the costs of such utilities, but the costs thereof are to be included in the price bid for the work. Upon completion of the work, the temporary utilities are to be removed.

- a) Telephone: The Contractor is to provide a job site telephone or use public pay phones at no charge to the Owner.
- b) Electric: The Contractor shall provide temporary electricity for himself and his subcontractors.
- c) Water: The Contractor shall obtain a permit and written permission from the private water purveyor for use of any hydrants for this project, prior to their use. (A copy of this letter shall be sent to the Engineer.) The cost of temporary utilities and permits are to be borne by the Contractor and included in the various unit prices bid.

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## 1.11 Material and Equipment

### 1.11.1 Construction Equipment

Bidders are to familiarize themselves thoroughly with the type and nature of the equipment required in the proper execution of the work, and are to use and employ only first-class equipment. Previously used equipment must be in safe, first-class working order and condition. Sufficient equipment must be furnished and used by the contractor to permit the completion of the work within the time specified. The equipment used on any portion of the work is to be such that no injury or damage to the streets, adjacent property, or utilities will result from its use.

### 1.11.2 Materials

Unless otherwise indicated on the Drawings or specified, only new materials are to be incorporated into the work. All materials furnished by the Contractor to be incorporated into the work may be subjected to the inspection and approval of the Engineer. No material is to be processed, fabricated, or delivered to the work without the prior approval of the Engineer, except at the risk of the Contractor.

As soon as possible after the Contract has been executed, the Contractor is to submit, to the Engineer, data relating to materials he proposes to furnish for the work. Such data are to be in sufficient detail to enable the Engineer to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements.

Facilities and labor for the handling and inspection of all materials are to be furnished by the Contractor. Defective materials must immediately be removed from the site of the work.

If the Engineer so requires, either prior to beginning, or during the progress of the work, the Contractor is to submit samples of materials for such specific tests as may be necessary to demonstrate that the materials conform to the Specifications. Such samples are to be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. Except as otherwise noted, the Owner will make arrangements for and pay for tests.

All samples are to be packed so as to reach their destination in good condition and are to be so labeled as to indicate the materials represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor is to notify the Engineer by letter that the samples have been shipped and is to properly describe the samples in the letter. In no case is the letter of notification to be enclosed with the samples.

The Contractor is to submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing, and approval before the materials are necessary for incorporation in the work. Any delay resulting from his failure to do so is not to be used as the basis of a claim against the Owner or the Engineer.

When required, the Contractor is to furnish to the Engineer, in quadruplicate, sworn copies of manufacturer's shop or mill tests, or reports from independent testing laboratories relative to material data.

In accordance with the "Buy American" provision in Public Law 95-217 (Section 215 of Public Law 92-500 as amended) and implementing EPA regulations and guidelines, N.J. Public Contracts Law 40A:11-18, the Contractor agrees that preference will be given to domestic

construction material by the Contractor, subcontractor, material suppliers, and equipment suppliers in the performance of this contract.

The Contractor is to certify that the purchased products and materials are in accordance with the above referenced "Buy American" clause and, in addition, is to provide all information required to justify the use of any foreign made product.

#### 1.11.3 Cutting and Patching

The Contractor is to do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as may be required by the Drawings and Specifications to complete the structures. He is to restore all such cut or patched work to a condition which receives the approval of the Engineer. Cutting of structures that may endanger the work, adjacent property, workers or the public is not to be done.

#### 1.11.4 Delivery and Storage

The Contractor is to deliver equipment and materials to the site and store them in original containers suitably sheltered from the elements, but readily accessible for inspection until installed. He is to store all items subject to moisture damage (such as controls and electrical equipment) in dry, heated spaces. All excavated materials, construction equipment and materials to be incorporated in the new work are to be so placed as not to damage the work and so placed that free access may be had at any time to all parts of the work and to all public utility installations in the vicinity of the work. If insufficient area is available, the Contractor is to provide off-site areas at his own expense. Materials are to be kept neatly piled and compacted and conveniently stored so as to inconvenience, as little as possible, public travel and adjoining tenants.

#### 1.11.5 Service of Manufacturer's Representatives

The Contractor is to provide the services of a skilled and experienced representative of each manufacturer supplying equipment under this Contract, for such periods as, are satisfactory to the Engineer, are essential for the proper and satisfactory installation and testing of the equipment, and training of the Owner's personnel in its use. In certain instances, particular specification sections may indicate the minimum number of visits and/or hours required to comply with the intent of the specifications regarding services of manufacturer's representatives.

#### 1.11.6 Materials and Equipment to Suit Design

The Contractor is to be responsible for insuring that all materials and equipment furnished by him fit the spaces provided in the construction. He is to make all necessary field measurements and is to order only those materials and equipment which can be accommodated in the spaces provided.

Where materials or equipment are approved which occupy more or less space than is shown on the Drawing or is available, and which require different arrangements from those shown on the Drawings, or which require any modifications of the structures or other equipment or connections, the Contractor is to install the equipment so as to operate properly and in harmony with the intended design and is to provide all labor, materials and equipment necessitated by such rearrangements or modifications at his own expense. Should any such changes cause the Owner to incur redesign costs, the actual redesign costs for said changes are to be deducted from the total contract amount due the Contractor.

Except as noted above, materials and equipment which do not conform to the requirements of the Contract Documents; do not fit the space requirements and arrangements shown; are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, are not to be furnished nor installed by the Contractor and will not be paid for by the Owner.

For the purpose of avoiding conflicts with other trades and adjoining work, where more than one article, device, product, material, fixture, form or type of construction is referred to by proprietary name, manufacturer, make or catalog number, the FIRST NAMED has generally been used as the basis of design and detail.

Any and all additional costs resulting from the installation of any equipment other than the FIRST NAMED, including equivalents and substitutions, are to be paid for by the Contractor without any additional compensation, whatsoever.

a. It is also the responsibility of the Contractor requesting the use of equivalent or substitutions material and equipment other than that specified for the basic design to verify that it meets all indicated space requirements.

#### 1.11.7 General Mechanical Design

All equipment is to be adequately designed for the work to be done and the loads to be sustained, and is to be proportioned for ample stability and rigidity. Design is to be neat and is to provide necessary clearances for erection, repairs and adjustment. Best modern practice is to be followed in all respects.

Design of similar units is to be such that they present a uniform appearance and be similar in operation. Fittings and fixtures on the units are to be of the same make wherever possible. Parts are to be interchangeable wherever feasible.

\* \* \* \* \*

## 1.12 Special Conditions

### 1.12.1 General

The Contractor is to review the Drawings and Specifications to determine the extent of the work. The Contractor is specifically alerted to this section concerning inspection of the existing field conditions. The Contractor is to visit and inspect the project prior to preparing his bid in order to clearly familiarize himself with all field conditions, the intent of the design, and the extent of all work. After his review and inspection is complete, and before he submits his bid, if the Contractor has any questions regarding the extent and details of the work, he is to submit them to the Engineer in writing.

Before proceeding with any work, the Contractor is to confirm methods of construction, obtain field measurements, and verify all dimensions on the Drawings as required.

Failure of the Contractor to familiarize himself with all drawings relating to the work and conditions existing at the site of construction will not relieve him of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

The Contractor is cautioned that existing utilities are to be kept in operation during the period of the Contract.

The Contractor is alerted to the fact that the Owner assumes no responsibility for actual conditions of the areas affected by work indicated or called for by the Contract Documents.

### 1.12.2 Construction Sequence

The Contractor shall undertake work under this Contract only in accordance with the approved SESC sequence of construction activities. This sequence may be modified from time to time by the Engineer and Owner, but the Contractor shall not depart from the sequence without prior written permission from the Engineer or Owner to do so.

### 1.12.3 Asbestos-Containing Material and Hazardous Material

The Contractor shall not supply, provide or bring onto the construction site any asbestos containing material (ACM) or hazardous material (either in kind, as a component of equipment to be used or furnished under the Contract, or as a component of another material to be used or furnished under the Contract) without the express advance, written consent of the Owner. The term, "hazardous material" shall have the meaning ascribed in Federal Standard No. 313B in effect on the date of the Contract.

The Contractor shall submit to the Owner (with a copy to the Engineer) a Material Safety Data Sheet (Department of Labor Form OSHA-20) together with a complete written description of the intended usage for any such material for which the Owner's consent is required, at least thirty (30) days before the delivery of such material.

Such consent shall not be given if materials or equipment not containing asbestos or hazardous material are available, and the Contractor shall not be entitled to any adjustment in time or compensation for providing non-asbestos-containing and nonhazardous materials.

**END OF SECTION 01000**

**DIVISION 2 – SITEWORK**

## **SECTION 2000 – SITEWORK**

### **PART 1:        GENERAL**

#### **1.01        WORK INCLUDED**

The Contractor is to furnish all labor, equipment and material required to comply with the intent of the Contract Documents pertaining to site work. All tests, samples, shop drawings and certifications are to be provided in a timely manner in order not to delay the review process or the construction schedule. Payment for all site work shall be included in the lump sum bid prices and unit bid prices for the project.

#### **1.02        RELATED WORK**

2000 - Sitework  
2010 - Mobilization  
2105 – Environmental Protection  
2230 – Site Clearing, Tree Removal  
2300 – Earthwork  
2370 – Soil Erosion and Sediment Control  
2900 – Topsoil, Seeding and Planting  
2950 – Cleanup and Restoration

### **PART 2:        PRODUCTS - Not Used**

### **PART 3:        EXECUTION - Not Used**

\* \* \* \* \*

**SECTION 2010 – MOBILIZATION**

PART 1: GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all labor, materials and equipment for mobilization and demobilization complete. Payment for mobilization and demobilization shall be included in the lump sum bid price.

PART 2: PRODUCTS - Not Used

PART 3: EXECUTION

3.01 DESCRIPTION

- A. Mobilization shall consist of the cost of initiating the contract. This includes all bonding and insurances.
- B. No separate items should be set aside for bonding and insurances.
- C. The provision for payment of this item shall supersede any provisions elsewhere in the specifications for including the costs of these initial services and facilities in the prices bid for the various items in the proposal.
- D. The price bid shall also include all costs for the staging area site and facilities required at the staging area and other related items and facilities.

3.02 PAYMENT

- A. 

<u>Original Contract Amount</u> <u>(Including Mobilization</u> <u>and Demobilization</u>	<u>Maximum Amount For</u> <u>Mobilization</u> <u>and Demobilization</u>
--	---

<u>From</u>	<u>To</u>	
\$0	\$ 100,000	\$ 3,000
\$100,000	\$ 500,000	\$15,000
\$500,000	\$1,000,000	\$30,000
\$1,000,000	\$2,000,000	\$60,000
\$2,000,000	\$3,000,000	\$90,000

- B. Mobilization shall be payable to the Contractor whenever he shall have completed 10% of the work of the contract. For the purposes of this item, 10% of the work shall be considered completed when the total of payments earned, exclusive of the amount of the lump sum bid price is set aside for this item, as shown on the monthly certificates of the approximate quantities of work done, shall exceed 10% of the total price bid for the contract. Payment shall not be made until all items required have been provided in accordance with the Contract.

\* \* \* \* \*

## **SECTION 2105 – ENVIRONMENTAL PROTECTION**

### **PART 1: GENERAL**

#### **1.01 WORK INCLUDED**

Under this section, the Contractor shall furnish all labor, materials, and equipment necessary and shall take all measures necessary to preserve and protect the site and environs from environmental impact due to construction activities at the site during all phases of the project construction. Contractor is responsible to implement and maintain all temporary and permanent soil erosion and sedimentation control measures specified in the Contract Drawings. The implementation and maintenance will be ongoing before, during and after construction.

The required measures shall include, but are not necessarily limited to: providing erosion and sediment control methods and devices; confining the activities of his and his subcontractor's equipment and workmen to the designated site boundaries, except as may be required for site ingress and egress; taking effective measures to minimize and control noise due to construction operations; complying with all municipal, State and Federal regulations regarding open burning, air pollution control and water pollution control; disposing of all surplus, unusable and unsuitable excavated material, brush, trees, debris and rubbish to offsite locations; providing sanitary facilities in sufficient numbers for all workmen and visitors to the site, including the Owner, the Engineer, their representatives and representatives of all agencies authorized to visit the site; protection of all surface and groundwaters at the site and in proximity to the site; and all else as described hereinafter and as required to fulfill the intent of this section of the specifications.

#### **1.02 RELATED WORK**

Section 2300 - Earthwork

### **PART 2: PRODUCTS**

#### **2.01 MATERIALS - GENERAL**

All materials, structures, and devices used by the Contractor shall fully comply with the applicable requirements of the standards for Soil Erosion and Sediment Control in New Jersey, and all other applicable federal, state and local requirements.

### **PART 3: EXECUTION**

#### **3.01 EROSION AND SEDIMENT CONTROL**

Before commencing any construction activities, the Contractor shall first provide temporary sediment barriers and soil erosion and sediment control measures to the construction area so as to completely prohibit any excavated or fill soils, silts and other materials resulting from construction operations from being carried off and away from the construction area thence into streams or the storm sewer systems. No other excavation work shall be permitted, and no fill shall be brought onto the site until the Contractor has completed works for controlling soil erosion and sediment control.

When ordered by the Owner or Engineer, all existing temporary work as specified in the preceding paragraph shall be removed and the site restored and brought to the specified finish conditions.

All temporary disposal sites and stockpile areas shall be so located so as to prohibit runoff of silt and soil to any watercourses or natural drainage channels.

All site clearing shall be done in such a manner to provide minimum exposure of soils wherever possible.

The Contractor shall provide mulching and shall take other protective measures as required to protect disturbed and new soils from erosion.

### 3.02 PROTECTION OF TREES AND VEGETATION

The Contractor shall make every effort to avoid destruction of and damage to native trees and shrubs not designated to be removed so as not to unduly disturb the ecological or environmental quality of the area.

Straggling roots shall be pruned. Trees which must be pruned shall be cut cleanly and coated with protective tree paint. If trees are damaged, the wood shall be repaired and painted.

Trees and shrubs not to be removed shall be suitably boxed or otherwise protected.

### 3.03 NOISE CONTROL

The Contractor shall take effective measures to minimize noise produced by all construction operations.

### 3.04 AIR AND WATER POLLUTION AND SOLID WASTE CONTROL

The Contractor shall make himself aware of and shall comply with all current local, State and Federal regulations governing air and water pollution control and solid waste control, including especially, regulations prohibiting open burning of trees, logs, stumps, brush, vegetation, wood chips or construction debris. In no case shall any brush, vegetation or construction debris be buried on site. All such materials shall be removed and disposed of at off-site locations.

### 3.05 PROHIBITED CONSTRUCTION ACTIVITIES

The Contractor shall refrain specifically from the following construction activities, as well as others which may be elsewhere specified in this Section or other Sections of the Specifications.

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or at unspecified locations. Wherever in these specifications the term "stream corridor" is used, it shall mean and shall include the biophysical environment within the area carved by a natural watercourse between upland plateaus.
2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters.

3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors, or any wetlands.
4. Damaging vegetation adjacent to or outside of the site boundaries.
5. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of the flow line of the stream.
7. Open burning of project construction or other debris.
8. Washing and clean-up of trucks and other construction vehicles in any streams, surface waters or wetlands.

### 3.06 SITE RESTORATION

Final restoration shall be undertaken as soon as areas are no longer needed for construction, stockpile or access. Excavated stones and boulders shall be removed from the site. Care shall be taken to avoid damage to adjacent vegetation and to prevent formation of depressions which would serve as mosquito breeding areas. All installed hay bales and other soil erosion and sediment control materials and structures shall be removed. Areas to receive permanent stabilization shall be graded and/or prepared as shown on the Contract Drawings. Unconstructed areas of the site shall be restored to their original or proposed landscaped condition.

\* \* \* \* \*

## **SECTION 2230 - SITE CLEARING, TREE REMOVAL**

### **PART 1: GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. The following Standard Specifications and Codes shall be considered a part of this specification where such specifications are applicable, and shall include all current changes and revisions:
  - 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
  - 2. American Society for Testing and Materials.
  - 3. Ordinances and Laws of the State of New Jersey, County and Municipality within which the work is being performed.
  - 4. Standards for Soil Erosion and Sediment Control, New Jersey.

#### **1.2 SUMMARY**

For the lump sum price bid for this project, the Contractor shall provide all materials, labor, and equipment necessary to complete the work of clearing the project site of trees and woody vegetation along the earthen embankments. This work shall be completed as shown on the Contract Drawings and as specified herein.

- A. For the lump sum price bid for this project, the Contractor shall provide all materials, labor, and equipment necessary to complete the work of clearing the project site of trees and woody vegetation along the earthen embankments and around the spillway. This work shall be completed as shown on the Contract Drawings and as specified herein. Clearing shall include all; removal of trees and woody vegetation along earthen embankments and spillway and all other incidental work required and necessary to clear the site as required per the requirements of the Dam Safety Standards.
- B. Tree stumps for trees larger than 6-inches in diameter shall be grubbed out to approximately 18-inches below the ground surface. Trees smaller than 6-inches in diameter shall be cut and treated to kill the stump to prevent re-emergence of woody vegetation.
- C. A schedule indicating the proposed clearing of the trees and woody vegetation shall be formulated in conjunction with the General Construction Schedule and submitted to the Engineer for review. The Contractor shall make every effort to avoid the destruction of common native trees and shrubs outside the construction area so as not to unduly disturb the ecological or environmental quality of the area.
- D. Trees outside of the project area shall in no case be disturbed, and approved boxing, if necessary, shall be provided as may be required to protect trees adjacent to the project limits.

- E. Trees, shrubs, and other landscape features within the limits of the construction which are not intended to be removed as part of the project shall not be removed but shall be protected during the progress of the work in a manner satisfactory to the Engineer.
- F. The Contractor shall be responsible for the preservation of all existing trees, plants, and other vegetation that are to remain within or adjacent to the construction site and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall give special attention to the protection of the natural vegetation and other existing landscape features and surroundings. The Contractor shall repair all injuries to bark, trunk, limbs, and roots of remaining vegetation by properly dressing, cutting, bracing, and painting, using only approved tree surgery methods, tools, and materials. The Contractor shall not remove, cut, injure, or destroy trees outside the limits of construction without authority of the Engineer.
- G. Where trees are removed, the Contractor will be required to cut the trees into maximum 6-foot lengths and stockpile in an area on the property to be determined by the Engineer. All limbs, branches and small trees removed having a diameter of less than four (4) inches shall be disposed of by the Contractor unless otherwise directed.
- H. Materials accumulated by clearing, grubbing and pruning as above described shall be disposed of by the contractor at sites to be provided by him outside the site of the work. No burial of materials shall be permitted.
- I. The removal and disposal of elm trees in all counties of the State are subject to provisions of State laws and to regulations of the State Department of Agriculture. Before removing any elm trees, the Contractor shall consult the Plant Pathologist of said Department and shall comply with his instructions relating to the removal of elm trees and the marking, segregation and disposal of elm wood. The Contractor shall submit to the said Plant Pathologist an "Application for Instructions for Disposal of Encountered Elm Wood."
- J. Related Sections:
  - 1. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
  - 2. Division 2 Section "Topsoil, Seeding and Planting" for finish grading, including placing and preparing topsoil for lawns and planting.

### 1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

- D. Historic Fill: Soil with large volumes of non-indigenous material, construction debris, and may or may not be considered contaminated soil.
- E. Impacted Soil: The definition commonly used in contaminated soil management programs is soil which contains one or more contaminants from an unintentional or intentional spilling, leaking, pumping, pouring, emitting, emptying, or dumping of a hazardous substance, hazardous waste, or pollutant at a concentration which fails to satisfy any applicable remediation standard. All excavated soil materials, topsoil, surface soil, subsoil, historic fill material shall be considered contaminated and as such must be excavated and relocated on site in areas designated on the construction documents.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants including roots, root systems, leaves, blades, trunks, stems, and branches.

#### 1.4 MATERIAL OWNERSHIP

- A. All excess stripped topsoil and other demolition materials shall become Contractor's property and shall be removed from Project site and disposed of in a legal manner.

#### 1.5 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing, site demolition, site excavation or during the installation of site improvements.
  - 1. Use sufficiently detailed photographs or videotape.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
  - 3. Should any existing adjacent improvement identified to remain is damaged or destroyed during the course of construction the contractor shall be responsible for the replacement or repair of such improvement to the satisfaction of the Owner.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### 1.6 QUALITY ASSURANCE

- A. The contractor must visit the project site, study the plans and specifications prior to the contractor submitting his/her bid so as to become completely familiar with the scope of work and the existing site conditions. Claims for extra work due to above ground or surface site conditions or identified subsurface conditions encountered during the course of work will not be granted.
- B. Preinstallation Conference: The contractor or his/her designee, sub-contractor, etc. shall attend a pre-installation conference at the project site prior to the commencement of work.

## 1.7 PROJECT CONDITIONS

- A. General: Indicated locations of limits of grading are approximate; contractor is to determine and stake out exact locations before commencing Work.
- B. Contractor shall only work within the project limits identified on the contract drawings unless authorized in writing by the Owner.
- C. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
  - 3. Contractor is responsible for providing, installing and maintaining all temporary traffic and pedestrian control measures required for this project.
- D. Salvable Improvements: No items have been identified as to be salvaged or recycled as part of this contract. The contractor may, at his/her discretion, salvage or recycle any and all materials found on the site. None of the materials salvaged from this project site may be reused or incorporated into the proposed work. All salvaged materials become the property of the contractor and must be promptly removed from the project site.
- E. Utility Locator Service: Notify New Jersey One Call at 1-800-272-1000 for area where Project is located and obtain and maintain on-site record of utility mark-out before commencing site clearing or any site operations.
  - 1. Contractor is responsible for maintaining utility mark-outs during the entire duration of the project. If mark-out identification shall be destroyed or non-identifiable the Contractor shall be responsible for contacting New Jersey One Call and having the mark-out re-established.
- F. Do not commence site clearing operations until the Somerset-Union County Soil Conservation District (SUSCD) has approved a soil erosion and sediment control application, contractor is to notify SUSCD in writing 48 hour prior to the commencement of work and temporary erosion and sedimentation control measures are in place.
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist. Contractor must follow New Jersey soil conservation standard for stockpiling and as directed by the Project Professional.
  - 1. Topsoil Stockpile: No greater than 4ft. in height.
  - 2. Subsoil Stockpile: No greater than 6ft. in height.

## PART 2: PRODUCTS

### 2.1 MATERIALS

- H. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 2 Section "Earthwork."

1. All imported fill materials, soils and coarse/fine aggregates are to be tested and approved environmentally clean borrow soil material.
  2. Obtain tested and approved environmentally clean borrow soil material off-site when satisfactory soil material is not available on-site.
- I. Install soil erosion and sediment control measures before commencing any site or earthwork operations.

PART 3: EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing on-site and adjacent site improvements to remain from damage during construction.
  1. Restore damaged improvements to their original condition, as acceptable to Owner. Restoration of damaged existing site improvements shall be at no additional cost to the Owner.

3.2 UTILITIES

- A. Contractor responsible for contacting New Jersey One-Call for utility mark-out and the maintenance of those mark-out during the course of construction.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
  1. Arrange with utility companies responsible for shutting off indicated utilities.
- C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  1. Notify Owner and Project Professional in writing not less than two days in advance of proposed utility interruption.
  2. Do not proceed with utility interruptions without Owner or Project Professional's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

- A. Remove trees, shrubs, and other woody vegetation along the earthen embankments of the dam as specified on the Contract Drawings. Removal includes cutting and treating the stumps of trees smaller than 6-inches in diameter and grubbing out stumps for trees larger than 6-inches in diameter.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  2. Completely remove stumps extending to a depth of not less than 18 inches below the surface for trees larger than 6-inches in diameter.
  3. Stumps of cut trees smaller than 6-inches in diameter should be treated to kill the stump to prevent re-emergence of woody vegetation.
  4. Depressions caused by stump removal are to be filled with embankment fill material and finished with topsoil, fertilizer and seed. Refer to Division 2 Section "Earthwork" or as specified on the Contract Drawings for embankment fill material.
- B. Fill depressions caused by clearing and grubbing operations with the embankment fill material and finish with 4" of topsoil, fertilizer and seed.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm) and compact each layer to a density equal to adjacent original ground.
- 3.4 SURFACE SOIL STRIPPING (not in Contract)
- 3.5 SURPLUS AND WASTE MATERIALS
- A. Remove unsuitable and surplus topsoil, obstructions, demolished materials, and waste materials including trash and woody debris and dispose of off site in a legal manner.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

\* \* \* \* \*

## **SECTION 2300 - EARTHWORK**

### **PART 1: GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section as if written out herein full.
- B. The following Standard Specifications and Codes shall be considered a part of this specification where such specifications are applicable, and shall include all current changes and revisions:
  - 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
  - 2. American Society for Testing and Materials (ASTM).
  - 3. Ordinances and Laws of the State of New Jersey, county and municipality within which the work is being performed.
  - 4. Standards for Soil Erosion and Sediment Control, New Jersey.

#### **1.2 SUMMARY**

- A. Furnish all labor, materials, equipment and incidentals required, and perform all excavation and backfill required to complete the work as shown on the Drawings and as specified herein. The work shall include, but not necessarily be limited to: the removal of trees and woody vegetation along the earthen embankments; miscellaneous earth excavation for stump removal and articulated concrete block repair; the removal, hauling, and storage of any suitable material for subsequent reuse in the work; all re-handling, hauling, placement and compaction of materials for use in refilling, filling, backfilling, and grading; disposal of waste and surplus materials; and all else that requires excavation and backfill.
- B. Excavated material not to be reused as fill is to be stock piled on site in designated areas; stock piles are to be permanently stabilized in accordance with New Jersey Soil Conservation Standards for stock piles and stabilization. Excavated material from permitted reuse area may be used as fill. All imported fill must be analytically tested and deemed "clean". See section 1.5 Submittals; paragraph C, for definition of clean fill. Excess topsoil shall be disposed of off-site at no additional cost.
- C. Related Sections include the following:
  - 5. Division 2 Section "Site Clearing, Tree Removal" for clearing the trees and woody vegetation.
  - 6. Division 2 Section "Topsoil, Seeding and Planting" for topsoil, finish grading, including placing and preparing topsoil for lawns and grasses.
- D. Contractor shall provide backfill material to restore the earthen embankments and spillway as shown on the Contract Drawings for the unit prices and lump sum prices in the proposal pages.

### 1.3 STATUTORY REQUIREMENTS

- A. All excavation, trenching and related lateral earth support shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926.650 Subpart P) and the State of New Jersey and local requirements. Where conflict between OSHA and State regulations exists, the more stringent requirements shall apply.

### 1.4 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
  - 7. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 8. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the sub-base coarse and surface pavement in a paving system.
- C. Bedding Course: Layer placed under and over the excavated sub-grade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill when sufficient approved soil material is not available from on-site excavations.
- E. Clean Fill: Satisfactory soil or fill materials that are free of chemical contaminants, construction or demolition debris, materials that are structurally unstable or unsound, or meets or exceeds NJDEP Soil Cleanup criteria. Clean fill must also be satisfactory soil.
- F. Drip-Line: The outer most limits of the projection of the canopy of a tree either deciduous or coniferous.
- G. Critical Root Zone: See Division 2 Section Tree Protection and Trimming.
- H. Drainage Fill Course: Layer supporting slab-on-grade and apply surface used to minimize capillary flow of pore water.
- I. Engineered/Structural Fill: See 2.1 Soil Materials.
- J. Excavation: Removal of material encountered above sub-grade elevations and the reuse or disposal of material removed.
  - 1. Additional Excavation: Excavation below sub-grade elevations as directed Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Bulk Excavation: Excavations (linear) more than 10 feet in width and pits more than 30 feet in either length or width.
  - 3. Unauthorized Excavation: Excavation below sub-grade elevations or beyond indicated dimensions without direction from the Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be without additional compensation.

- Where unauthorized excavations occur under walls, curbs, or pavements replace with engineered fill materials.
  - Where unauthorized excavations occur on the earthen embankment, replace with subgrade fill materials.
  - Where unauthorized excavations occur under planting areas replace with approved soil materials.
- K. Excavated Material: Any existing site soil or fill material that must be removed to make way for proposed improvements.
- L. Fill: Satisfactory soil materials used to raise existing grades.
- M. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- N. Sub-base Course: Layer placed between the sub-grade and base course in a paving system for asphalt paving, or layer placed between the sub-grade and a concrete pavement or walk. Sub-base course is to be compacted to minimum 95% Modified Proctor Density.
- O. Sub-grade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below sub-base, drainage fill, or topsoil materials.
- P. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings lines.
- Q. Historic Fill/Impacted Fill: Historic/Impacted fill is defined as the existing fill on-site. The fill on-site will contain some brick, concrete, foundations, pieces of wood, steel and other such items that can be found in older city areas. Historic fill is considered for this project to be re-used on-site only in the designated area indicated on the Contract Drawings. Historic Fill that will not fit in the designated areas or does not meet the size criteria shall be disposed of in a NJDEP Approved Disposal Facility.
- R. Hazardous Waste: Hazardous waste for this project is material that is defined by the NJDEP as being hazardous. It is expected that any hazardous material has been removed from the site during a previous site remediation project. If it is found it will be excavated, loaded, hauled and disposed of off-site at an approved NJDEP site for hazardous waste.

## 1.5 SUBMITTALS

- A. Product Data: For the following:
1. Each type of plastic warning tape.
  2. Drainage fabric.
  3. Disposal Facility for excess excavated soil materials.
  4. Analytical testing as required by the disposal facility.
- B. Samples: For the following:

5. 5 –lb samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources with a gradation and proctor of the material from a certified NJ Testing Lab.
  6. 12-by-12-inch sample of drainage and soil separation fabrics.
- C. Imported soil, aggregates and fill materials analysis and certification: Imported soil, aggregates, and fill materials supplier is to provide written certification that the soil or soil materials, aggregates, etc. are “clean” with respect to the latest version of the NJDEP Soil Cleanup Criteria in effect at the time the soil, soil materials, aggregates, etc. are delivered to the site. Certification is to be provided for approval before the materials are delivered to the site. Analytical results provided shall prove that the soil / aggregate materials are clean.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
7. Classification according to ASTM D 2487 of each on-site and off-site borrow soil material proposed for fill and backfill. All materials brought onto the site shall meet NJDEP’s clean fill standards. A sieve analysis shall be provided for all fill materials.
  8. Any fill material other than virgin stone materials brought on site without testing shall be rejected and removed from the site at the contractor’s expense.
- E. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

## 1.6 QUALITY ASSURANCE

- A. Regulations: Perform all work in accordance with current applicable regulations and codes of all Federal, State, and local agencies.
- B. The Contractor shall have at least five (5) years of experience with compatible work to the Work shown and specified, employing labor and supervisory personnel who are similarly experienced in this type of work.
- C. Standards and Requirements: New Jersey Department of Transportation “Standard Specifications for Road and Bridge Construction”, current edition is to be considered as if written out herein full.

## 1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
  1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways as required by Owner or authorities having jurisdiction.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify the Engineer and/or Owner's designee not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without the Engineer and/or Owner's designee written permission.
  3. Contact and pay for utility-locator service for area where Project is located before excavating.
- C. Demolish and completely remove from site existing underground utilities indicated to be removed or utilities that have been previously abandoned. Contractor shall coordinate with utility companies to shut off services if lines are active.
- D. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation consult utility owner for directions. Cooperate with owner and utility company in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner. Removal, capping or plugging of utilities is to be done according to municipal regulations and standards. Unless otherwise directed by the Engineer, the Contractor shall remove all utilities within the project area at no additional cost regardless if shown or not on the Contract Drawings.
- E. Utility Locator Service: Notify **"New Jersey One Call"** and the local water and sewer authorities for area where Project is located before beginning earth moving operations. Contractor is responsible for maintaining utility mark-outs for the duration of construction as required by law. Contractor is responsible for keeping a copy of the utility mark-out record on-site at all times and make the records available for review by the Engineer or owner.
- F. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, are in place.
- G. Do not commence earth moving operations until plant-protection measures are in place.
- H. The following practices are prohibited within the tree protection zones:
1. Storage of construction materials, debris, or excavated material.
  2. Parking vehicles or equipment.
  3. Foot traffic.
  4. Erection of sheds or structures.
  5. Impoundment of water.
  6. Excavation or other digging unless otherwise indicated.
  7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
  8. Do not direct vehicle or equipment exhaust towards protection zones.

- 9. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

**PART 2: PRODUCTS**

**2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials for utilities and foundations and for fill areas that are above/beyond the limits of the fill area as shown on the drawings.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SM, SW, and SP or a combination of these group symbols; free of rock or gravel larger than 1 inch in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.

10. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

- D. Backfill and Fill: Satisfactory soil materials. Existing soils maybe reused if they are satisfactory soils. Backfill and fill material placed within 3’ of finish grade within areas to receive plantings must be capable of supporting and promoting healthy and vigorous plant growth. Fills within planting areas shall be tested per the requirements of Division 2 Section “Lawns and Grasses”.
- E. Sub-base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve. (NJDOT Dense graded aggregate-DGA, acceptable).
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Structural Fill shall be gravel, sandy gravel, or gravelly sand free of organic material and contaminants, loam, wood, trash, snow, ice, frozen soil and other objectionable material and shall be well graded within the following limits:

<u>Sieve Size</u>	<u>Percent Finer by Weight</u>
3-inch	100
No. 4	20 to 70
No. 40	5 to 35
No. 200	0 to 10

- H. Common Fill (fill material placed three (3) or more feet below proposed finish grade) shall consist of mineral soil free from organic materials, loam, wood, trash and other objectionable materials which may be compressible, or which cannot be properly compacted. Common fill shall not contain stones larger than 1-in in largest diameter and shall have no more than 30 percent passing the No. 200 sieve. Common fill shall not contain granite blocks, broken concrete, wood, glass, masonry rubble or other similar

materials. It shall have physical properties such that it can be readily spread and compacted during filling. Snow, ice and frozen soil will not be permitted.

- I. Select Common Fill shall be as specified above for Common Fill except that the material shall contain no stones larger than 1-in in largest dimension. See common fill for requirements if select common fill is placed within 3' of finished grade.
- J. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- K. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 1 percent passing a No. 200 sieve.
- L. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- M. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- N. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.
  - 6. Detectable warning tape shall be installed with all underground utilities at no additional cost.
- B. Filter Fabric: Use Mirafi 180N or approved equal as a separation geotextile between the soil subgrade and the erosion (overtopping) protection materials. The separation fabric shall be a nonwoven geotextile composed of polypropylene fibers and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - 1. Grab Tensile Strength: 205 lbs; ASTM D 4632.
  - 2. Trapezoid Tear Strength: 80 lbs; ASTM D 4533.

3. Puncture Strength: 500 lbs; ASTM D 6241.
4. Water Flow Rate: 95 gpm per sq. ft.; ASTM D 4491.
5. Apparent Opening Size: No. 80; ASTM D 4751.

## PART 3: EXECUTION

### 3.1 PREPARATION

- A. The Contractor shall be responsible for any required sampling, waste classification, associated documentation, laboratory expenses, excavation, handling and off-site disposal for the existing soil material.
- B. Contractor's foreperson shall have a minimum of three (3) years of experience in successful completion of similar projects.
- C. The Contractor shall display or have available at all times at the Project site a copy of a site-specific approved Health and Safety Plan (HSAP).
- D. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Protect sub-grades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- F. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- G. Dewatering operations shall comply with the New Jersey Standards for Soil Erosion and Sediment Control.

### 3.2 EXPLOSIVES

1. Explosives: Do not use explosives.

### 3.3 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.
- B. Excavation within existing pavements to remain shall commence with a clean, straight, saw cut joint through material stratum. No exceptions will be permitted.

### 3.4 SUBGRADE PREPARATION/APPROVAL OF SUBGRADE FOR EARTHEN DAM EMBANKMENTS

Within the limits of construction, after all trees, stumps, and woody vegetation is removed, all unsuitable material shall be removed and as necessary to restore the earthen embankments and spillways and shown on the Contract Drawings. Unsuitable material includes organic material, large stones or rocks, and any material, which will not achieve the specified compaction. Any

additional material (beyond the lines and grades shown on the Contract Drawings) found to be unsuitable for the subgrade shall be removed and replaced. The limits of excavation shall be as required to eliminate unsuitable conditions of the subgrade, and as determined by the Engineer. All material removed, except for topsoil, shall be disposed of at a suitable offsite location at the Contractor's expense.

After removal of trees and woody vegetation and unsuitable materials, the subgrade shall be checked in order to locate any soft spots. Any unsuitable materials shall be excavated and filled and compacted.

The removal of trees and woody vegetation and associated unsuitable materials shall be performed in a manner that will not disturb the underlying soil. Subgrade soils shall not be exposed during or immediately following rainfall events, and failure to achieve proper compaction due to moisture content alone shall not cause for a material to be classified as unsuitable. Delays caused by inclement weather and drying of soil shall not be the cause of any claims for extra costs.

Following acceptance of the subgrade, the Contractor shall be responsible for maintaining the integrity of the approved subgrade area. The nature of the on-site soils are such that disturbance or direct exposure to rain or weather could result in the material requiring additional compaction. The on-site soils are sensitive to moisture content, and compaction can only be achieved within a narrow range of moisture content. The Contractor shall protect the accepted subgrade by placement of a layer of embankment fill, or by other means, to assure that the integrity of the accepted subgrade is maintained. No additional payment will be made for any subgrade material found to be unsuitable due to disturbance by construction activity or exposure of the soil.

Where unsuitable material is encountered beyond the designated lines and grades shown on the Contract Drawings, the unsuitable material shall be excavated, replaced with suitable material, and compacted. Unsuitable material includes organic material, large stones or rocks, and any material not considered suitable by the Engineer. The limits of excavation shall be as required to eliminate unsuitable conditions of the subgrade, and as determined by the Engineer.

- A. Notify Engineer when excavations have reached required sub-grade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, at no additional cost to Owner.

### 3.5 BACKFILL - GENERAL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Acceptance of construction below finish grade.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.

5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.

### 3.6 BACKFILLING

- A. Fill and Select Fill shall be placed in six (6") inch lifts to the lines and grades required, making allowances for settlement and placement of cover materials (i.e. topsoil, sod, etc). Soft spots or uncompacted areas shall be corrected.
- B. Materials placed in fill areas shall be deposited to the lines and grades shown on the Drawings making considerations for the placement of surface treatments such as loam, pavement, etc.
- C. The surfaces of filled areas shall be graded to smooth true lines, strictly conforming to grades indicated on the Drawings and no soft spots or uncompacted areas will be allowed in the work.
- D. On earth embankments, all organic materials, including peat loam, and loose inorganic silt material (loess) shall be removed from areas beneath new embankments. If the subgrade slopes are excessive, the subgrade shall be stepped to produce a stable surface for the placement of the embankments. Embankments with slopes 3:1 or greater are to be stabilized with stabilizing mats designed for slopes 3:1 or greater. The natural subgrade shall then be compacted by at least two coverages of a 13 TON vibratory roller in six (6") inch lifts. The Engineer will waive this requirement, if, in his/her opinion, the subgrade will be rendered unstable by such compaction. The prepared subgrade shall be inspected and approved by the Engineer prior to the placement of fill.
- E. All select fill materials used for the construction of the earthen dam embankment work, unless otherwise specified, shall have a permeability equal to or less than  $10^{-5}$  cm/sec., and shall conform to the following gradational envelope:

Embankment Fill Material (for earthen dam embankments)

U.S. Standard Sieve Size	Percent Finer By Weight
3/8"	90 – 100
No. 4	85 – 95
No. 10	80 – 95
No. 40	60 – 80
No. 100	30 – 55
No. 200	25 – 40

### 3.7 SOIL FILL (General)

- A. Fill and backfill materials shall be placed in six (6") inch lifts to the lines and grades required, making allowances for settlement and placement of cover materials (i.e. topsoil, sod, etc). Soft spots or uncompacted areas shall be corrected.
- B. Fill shall not be placed on a frozen surface or one covered by snow or ice, nor shall snow, ice or frozen earth be incorporated in the compacted fill. Fill shall not be placed over organic soils (including peat and topsoil) and loose inorganic silt material. These materials shall be removed prior to fill placement.

- C. Compaction in open areas may be accomplished using 13 TON vibratory rollers. Compaction in confined areas (including areas within a 45 degree angle extending upward and outward from the base of a wall) and in areas where the use of large equipment is impractical, shall be accomplished by hand operated vibratory equipment or mechanical tampers.
- D. Fill and backfill shall not be placed and compacted when the materials are too wet to properly compact (i.e. the in-place moisture content of the soil at that time is no more than three percentage points above the optimum moisture content of that soil as determined by the laboratory test of the moisture-density relation appropriate to the specified level of compaction). At such times, that aspect of the work shall be suspended until the previously placed and new materials have dried sufficiently to permit proper compaction.
- E. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- F. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- G. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use sub-base or base material.
  - 3. Under steps and ramps, use sub-base material.
  - 4. Under play surface, use drainage fill.
  - 5. Under footing and foundations, use engineered fill.
- H. Fill and Select Fill shall be compacted to at least 95 percent of maximum density as determined by ASTM D1557 unless directed otherwise. Contractor is responsible to coordinate and test all backfill material at no additional cost to the Owner.

### 3.8 MOISTURE CONTROL

- A. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
- B. Stock pile or spread and dry removed wet satisfactory soil material.

### 3.9 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under structures, building slabs, steps, roadway, parking lots, and pavements, scarify and re-compact top 12 inches of existing sub-grade and each layer of backfill or fill material at 95 percent Modified Proctor.
  - 2. Under walkways, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill material at 95 percent Modified Proctor.
  - 3. Under lawn or unpaved landscaped areas, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill material at a minimum density of 80 percent and a maximum density of 85%.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

### 3.10 GRADING

- A. Grading in preparation for placing of loam, planting areas, paved walks and drives and appurtenances shall be performed at all places that are indicated on the Drawings, to the lines, grades and elevations shown and otherwise as directed by the Engineer and shall be performed in such a manner that the requirements for formation of embankments can be followed. All material encountered, of whatever nature, within the limits indicated, shall be removed and disposed of as directed. During the process of grading, the subgrade shall be maintained in such condition that it will be well drained at all times. The contractor shall be responsible for the installation temporary drains and drainage ditches to intercept or divert surface water, which may affect the prosecution or condition of the work at no additional cost to the Owner.
- B. If at the time of grading it is not possible to place any material in its final location, it shall be stockpiled in approved areas for later use. No extra payment will be made for the stockpiling or double handling of excavated material.
- C. The right is reserved to make minor adjustments or revisions in lines or grades if found necessary by the project professional as the work progresses, in order to obtain satisfactory construction. No extra payment will be made for the work necessary to make minor adjustment or revisions in lines or grades.
- D. Stones or rock fragments larger than 1-inch in their greatest dimensions will not be permitted in the top 12-inch of the finished subgrade of all fills or embankments.
- E. In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Drawings or as directed by the Engineer.
- F. Areas with slopes 10:1 or greater must have a soil stabilizing mat rated for slopes 10:1 or greater.

- G. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- H. Site Rough Grading: Slope grades to direct water away from buildings, towards drainage inlets, and to prevent ponding. Finish sub-grades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1/2 inch.
  - 2. Walks: Plus or minus 1/4 inch.
  - 3. Pavements: Plus or minus 1/4 inch.
- I. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### 3.11 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by the Engineer; reshape and re-compact at optimum moisture content to required density.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### 3.12 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Surplus fill shall become the property of the Contractor. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by the Engineer.
  - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

\* \* \* \* \*

## **SECTION 2370 – EROSION AND SEDIMENT CONTROL**

### **PART 1: GENERAL**

#### **1.1 WORK INCLUDED**

The Contractor shall furnish all labor, materials and equipment required to control within reasonable limits, soil erosion resulting from construction operations and prevent excessive flow of sediment from the construction site. Such work shall include, but not be limited to the installation of snow fencing, silt fencing, seeding, mulching, matting or sodding critical areas to provide temporary protection. Payment for installation and maintenance of soil erosion and sediment control measures shall be included in the lump sum bid price. Refer also to the Soil Erosion and Sediment Control Plan and Details shown on the Drawings.

PART 2: PRODUCTS - Refer to Section 3.2 for a list of products.

### **PART 3: EXECUTION**

#### **3.1 EROSION AND SEDIMENT CONTROL**

- A. The Contractor is to comply with all local and State regulations for soil erosion and sediment control, including the New Jersey Department of Agriculture "Soil Erosion & Sediment Control Act," SCS Standards for Soil Erosion and Sediment Control in New Jersey. He is to submit plans for soil protection to the proper authorities for approval and assist if necessary in the obtaining of any permits required.
- B. All clearing is to be done in such a manner to provide minimum exposure of soils wherever possible. The Contractor is to provide approved mulching and is to take other protective measures as required to protect undisturbed, disturbed and new soils from erosion.
- C. All temporary disposal sites and stockpile areas shall be so located to prohibit runoff of silt and soil to natural water courses. Where necessary, the Contractor shall provide temporary ditching and dikes designed to retain all pumpage and runoff from the site for a period of time sufficient to settle out suspended materials before disposal of this water.
- D. Before commencing any construction activities, including clearing, rubbing, and fence erection, the Contractor shall first provide silt fencing so as to completely prohibit any excavated or fill soils, silts and other materials resulting from construction operations from being carried off and away from the construction area. No other excavation work shall be permitted, and no fill shall be brought onto the site until the Engineer has given conditional approval of the Contractor's proposed works for controlling soil erosion and sediment control.
- E. All erosion and sediment control measures shall be in place prior to any grading operations or construction of proposed facilities and shall be maintained until construction is completed. All temporary erosion and sedimentation control devices shall be removed after construction has been completed and the construction area is stabilized (i.e., haybales shall not be allowed to rot in place).
- F. Disturbed areas that will be exposed in excess of 10 days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover.

- G. In areas where final restoration is expected to be completed within 7 days after the completion of construction, no temporary protective measures will be required. If final restoration is expected to begin more than 7 days and be completed more than 30 days after the start of construction, seeding shall be required for temporary protection, except where seasonal conditions are not suitable for growing vegetation. In this case, mulch may be applied until conditions are suitable for establishing vegetative cover or until final restoration is implemented.
- H. Sewer inlets must be provided with perimeter hay baling or a similar erosion control device.
- I. When ordered by the Engineer, all existing temporary work as specified in the preceding paragraph shall be removed and the site restored and brought to the lines and grades shown on the Contract Drawings.
- J. The following Guidelines and Standards shall be construed to be part of these specifications wherever possible:
  - 1. The New Jersey State Soil Conservation Committee - Standards for Soil Erosion and Sediment Control in New Jersey
- K. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the current "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the New Jersey State Soil Conservation Committee, incorporated herein by reference, as amended and supplemented. Copies of the "Standards for Soil Erosion and Sediment Control in New Jersey" are available for a fee from the New Jersey Department of Agriculture, Soil Conservation Committee, or from the office of any of the 16 local conservation districts.

### 3.2 SEQUENCE OF EROSION CONTROL MEASURES

The sequence of development for environmental work must be rigidly adhered to for adequate environmental protection during and after construction activities. The sequence shall be as follows:

- A. Install silt fence-sediment barrier - The silt fence-sediment barrier delineating the construction site shall be put in place where shown on the contract drawings or as directed by the Engineer, prior to any stockpiling or construction activities. The sediment barrier shall remain erect until all construction and environmental restoration measures have been completed.
- B. Inlet Protection - All inlets installed prior or during construction shall be protected by straw bales or other suitable means as approved by the Engineer. These sediment barriers shall be left in place until all construction activities have been completed and permanent stabilization has been established.
- C. Protection of stockpiled fill from wind and/or water erosion - Any suitable fill to be stockpiled for longer than 10 days shall be protected from wind and/or water erosion by suitable methods delineated in the Environmental Specifications.
- D. Restoration of storage and stockpile sites - Restoration of storage and/or stockpile sites shall commence as soon as the sites are no longer needed for storage or stockpiling of construction materials.

- E. Permanent soil stabilization and vegetative restoration - Permanent soil stabilization and vegetative restoration as shown in the plans and specifications, shall commence as soon as possible after construction has been completed.

\* \* \* \* \*

## **SECTION 02741 – HOT-MIX ASPHALT PAVING**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. The following Standard Specifications and Codes shall be considered a part of this specification where such specifications are applicable, and shall include all current changes and revisions:
  - 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
  - 2. American Society for Testing and Materials.
  - 3. Ordinances and Laws of the State of New Jersey, County and Municipality within which the work is being performed.
  - 4. Sports Court Construction Guidelines” as published by the American Sports Builders Association (formerly the U.S. Tennis Court and Track Builders Association) [www.sportsbuilders.org](http://www.sportsbuilders.org).
  - 5. “Hot Mix Asphalt Pavement Design Guide”, Second Edition 2003, New Jersey Asphalt Pavement Association.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Hot-mix asphalt patching.
  - 2. Hot-mix asphalt paving –asphalt walks and roadways.

#### **1.3 DEFINITIONS**

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.
- B. NJDOT: New Jersey Department of Transportation.

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
  - 1. Job-Mix Designs: For each job mix proposed for the Work.

#### **1.5 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with “New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction”, current addition, for asphalt paving work.
- B. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.
- C. Paving contractor to have a minimum of ten (10) years of demonstrated successful experience in the installation of asphalt surfaces.

- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in project General and Supplementary Conditions.

## 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if sub-grade is wet or excessively damp or if the following conditions are not met:
  - 1. Prime and Tack Coats: Minimum surface temperature of 60 deg F.
  - 2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
  - 3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
  - 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

## **PART 2 PRODUCTS**

### 2.1 AGGREGATES (Not in Contract)

- A. General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations.
- B. Dense Graded Aggregate: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch sieve and not more than 12 percent passing a No. 200 sieve. (NJDOT Dense graded aggregate-DGA, acceptable).
- C. Coarse Aggregate: Sound, angular crushed stone, crushed gravel, or properly cured crushed blast furnace slag, complying with ASTM D 692-88.
- D. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof, complying with ASTM D 1073.
  - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- E. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with ASTM D 242.

### 2.2 ASPHALT MATERIALS

- A. Asphalt Cement: ASTM D 3381 for viscosity-graded material, ASTM D 946 for penetration-graded material.
- B. Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-30 MC-70 or MC-250.
- C. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Water: Potable.

### 2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemicals for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073 or AASHTO M 29, Grade Nos. 2 or 3.
- C. Joint Sealant: ASTM D 3405 or AASHTO M 301, hot-applied, single-component, polymer-modified bituminous sealant.
- D. Joint/Crack Sealant (non-court surfaces): ASTM D 3405 or AASHTO M 301, hot-applied, single-component, polymer-modified bituminous sealant.
- E. Backer Rod: 3/8" Closed cell polyethylene foam backer rod.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types."
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Provide mixes complying with composition, grading, and tolerance requirements in ASTM D 3515 for the following nominal, maximum aggregate sizes:
    - a Base Course (Not in Contract): **NJDOT HMA 19M64**
    - b Surface Course: **NJDOT HMA 9.5M64**
    - c Porous Pavement Walkway (Not in Contract):

Porous pavement walkway mix shall be 5.75-6.0% bituminous asphalt by weight, and aggregate material shall meet the following gradation, within a tolerance of two percent of the target percent passing (with exception of 1/2" sieve, must be 100%):

Sieve Size	% Passing
1/2"	100%
3/8"	95%
#4	35%
#8	15%
#16	10%
#30	2%

**PART 3 EXECUTION**

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subgrade below pavements with heavy-pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades. (Not in Contract).
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.

2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to locate areas that are unstable or that require further compaction.
  3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the project professional, and replace with compacted backfill or fill as directed. Remedial work required to establish suitable subgrade is to be performed by contract at no additional cost to the Owner.
- C. Proof-roll sub-grade using heavy, pneumatic-tired rollers and/or fully loaded (with stone aggregate) tandem or tri-axle truck to locate areas that are unstable or that require further compaction. Remedial work required establishing suitable sub-grade is to be performed by contractor at no additional cost to the Owner.
- D. Proceed with paving only after unsatisfactory conditions have been corrected and approved by the Project Professional or Owners Designee.

### 3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

### 3.3 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of **1/2 inch**.
1. Clean cracks and joints in existing hot-mix asphalt pavement.
  2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
  3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

### 3.4 SURFACE PREPARATION

- A. General (Not in Contract): Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared sub-grade is ready to receive paving.
  - 1. Proof roll prepared sub-grade surface to check for unstable areas and areas requiring additional compaction. See Section 02300 for required compaction densities and geotechnical testing requirements.
  - 2. Install and compact aggregate base course.
  - 3. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
  
- B. Herbicide Treatment (Not in Contract): Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
  
- C. Prime Coat (Not in Contract): Apply uniformly over surface of compacted unbound-aggregate base course/sub-grade at a rate of 0.2 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal but not flood surface. Allow to cure and dry as long as necessary to attain penetration and evaporation of volatiles.
  - 1. Immediately prior to the application of tack coat, the surface shall be thoroughly cleaned with power brooms leaving the surface free of all foreign matter. Those places not reached by the power broom shall be hand swept clean. All refuse material shall be hauled away and properly disposed of.
  - 2. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  - 3. Protect primed substrate from damage until ready to receive paving.
  
- D. Tack Coat: Apply uniformly to surfaces of previously constructed asphalt pavement or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Allow to dry until at proper condition to receive paving.
  - 3. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.5 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt surface course in two (2) lifts were surface course is thicker than **2-1/2"**.
  - 2. Spread mix at minimum temperature of 265 deg F.
  - 3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.

4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required, or width of paved area is less than 10 feet wide.
    1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
  - C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
  1. Clean contact surfaces and apply tack coat to joints.
  2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."
  5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  6. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
  1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.8 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course (Not in Contract): Plus or minus 1/2 inch.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course (Not in Contract): 1/4 inch.
  - 2. Surface Course: 1/8 inch.
  - 3. Crowned Surfaces (Not in Contract): Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4".

### 3.9 FIELD QUALITY CONTROL

- A. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
- B. Testing Agency (Not in Contract): Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density (Not in Contract): Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to **ASTM D 979 or AASHTO T 168**.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.

2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
  - a One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
  - b Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Replace and compact hot-mix asphalt where core tests were taken.
- G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

### 3.10 DISPOSAL

- A. Except for material indicated to be recycled or stockpiled on-site in designated areas, remove excavated materials from Project site and legally dispose of them in a New Jersey Department of Environmental Protection (NJDEP)-approved landfill.
  1. Do not allow excavated materials to accumulate on-site.

**END OF SECTION 02741**

## SECTION 2900 – TOPSOIL, SEEDING AND PLANTING

### PART 1: GENERAL

#### 1.01 WORK INCLUDED

- A. The work included in this section shall cover the placement of any topsoil throughout the site due to the removal of the trees and woody vegetation along the earthen embankments. The furnishing and placement of topsoil as required to provide a 4-inch covering for the restoration of disturbed areas to their original condition.
- B. Also included shall be the furnishing and spreading of seed, lime, fertilizer, and other surface treatment required for the growth of grass as hereinafter specified.
- C. The materials specified in this section shall be placed in all areas within the project site that require restoration due to construction activities as shown on the Drawings.

### PART 2: PRODUCTS

#### 2.01 TOPSOIL

- A. Topsoil, if any, taken from original excavations shall be carefully and separately stored, and after completion of the rough grading, shall be spread, graded, and rolled to conform with the elevations shown on the Contract Drawings. Additional topsoil, as required, shall be furnished by the Contractor at no additional cost. A minimum thickness of topsoil of four (4) inches will be required in all areas to be seeded.
- B. Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, pre-disturbance grade and depth of soil.
- C. All stockpiled existing topsoil shall be thoroughly cleared of all sticks, roots, branches, coarse sods, and other deleterious matter, and all stones larger than one inch in diameter before it is re-spread.
- D. New topsoil furnished from sources outside the site shall have a minimum organic content of not less than 2.75 percent by weight which shall be guaranteed by the supplier of the topsoil. New topsoil shall be of good quality and approved by the Engineer. All new topsoil shall be from the same source.
- E. Topsoil shall not be handled or spread when it is in a frozen or muddy condition or otherwise unsuitable for handling.
- F. No topsoil shall be spread before completion of all construction in the area or before all fills are fully stabilized.
- G. Before spreading topsoil, the subgrade shall be cleared of all stones more than two inches in diameter, all coarse roots, sticks, and debris to a depth of 4 inches. Any portions of the subgrade which have been compacted to a hard surface shall be pulverized and cultivated to a depth of four inches by plowing, disk harrowing, or other satisfactory method. Immediately

prior to topsoil distribution the surface shall be scarified to provide a good bond with the topsoil.

2.02 FERTILIZING AND SEEDING

- A. After topsoil is in place, the Contractor shall take a minimum of five (5) soil samples at various points designated by the Engineer and shall submit them to the local Soil Conservation District Office or other designated agency for analysis and pH determination. After the pH value of the topsoil is thus determined, the Engineer shall recommend the rate of limestone application to bring the pH to 6.5. The cost of the limestone addition is to be included in the lump sum bid price.
- B. Ground limestone shall be evenly applied by the Contractor to all areas to be seeded at the rate specified by the Engineer and shall be thoroughly and evenly mixed with the soil to a depth of 5 inches below finished grade.
- C. All areas to be seeded shall then be fine graded to remove all ridges and depressions, and the surface shall be cleaned of all stones greater than one inch in diameter, and other debris.
- D. After preparation of the seed bed, and at least nine days before seeding, an approved commercial complete fertilizer with a minimum content of 10% nitrogen, 20% phosphoric acid, and 10% potash shall be incorporated into the soil at a rate of 14 lbs/1,000 sq. ft. to a depth of 2 inches. The soil shall then be thoroughly watered.
- E. Seed shall then be evenly spread and raked into the prepared soil at a rate of 6.0 lbs/1,000 sq.ft. Seed shall be rolled with a water ballast roller and shall be watered, protected by and tended by the Contractor until there is a hardy stand of grass. Areas not thus productive shall be refertilized and reseeded as above until grass is established. All seeded areas shall be immediately mulched with hay uniformly spread in a layer 1 to 1-½ inch thick, loose measurement. Hay shall be blown on in its natural length. Chopped hay shall not be used. No seeded areas shall remain unmulched longer than 5 days. Mulch nettings of jute or excelsior matting shall be used during colder months to protect slopes. After mulching, Contractor shall apply mulch binder consisting of one application of a biodegradable, non-phytotoxic tackifier at a rate as recommended by the manufacturer and approved by the Engineer. All mulch shall be left in place to disintegrate except that Contractor shall remove excessive amounts of hay when so directed by the Engineer.
- F. Seeded areas which erode during the Contract period (including the year's maintenance and repair period) shall be repaired and restored by the Contractor in accordance with all provisions of this Section of the Specifications.
- G. Dates and schedules for seeding operations shall be as approved by the Engineer. Seeding shall be done in favorable weather, in the fall where possible, and in early spring if necessary to complete unfinished areas.
- H. Seed to be furnished under this section shall be composed of the following NJDOT Class A Mixture:

<u>Kind of Seed</u>	<u>Min. Purity Percent</u>	<u>Min. Germination Percent</u>	<u>Percent of Total Weight of Mixture</u>
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Kentucky Bluegrass	85	75	15
Red Fescues (creepings or chewings)	95	80	40
Kentucky 31	95	80	20
Redtop	92	85	10
Perennial Ryegrass	98	85	10
White Clover	97	90	5

- I. The seed shall contain practically no seeds of noxious weeds and shall be delivered mixed in uniform sealed bags showing weights, analysis, and vendor's name.
- J. Less application rates of fertilizer or seed or variations from fertilizer composition or seed type will be permitted only with the recommendations from the local Soil Conservation District Office after completion of a soils analysis.

2.03 WATERING AND CUTTING LAWNS

- A. The Contractor shall take all necessary steps to produce a satisfactory lawn covering. Such steps shall include the thorough watering of the new lawn until it has received its second cutting.
- B. The cost of such watering shall be borne by the Contractor, and the equipment and manpower required shall be furnished by the Contractor.
- C. The Contractor shall also be held responsible for a minimum of two (2) cuttings of all lawns. Any lawn areas which have not developed after two (2) cuttings shall be cut until a full lawn is produced.
- D. The cuttings of lawn shall not occur closer than 5 to 7 days, or as directed by the Engineer.
- E. If a full lawn is produced prior to the project completion date, the Contractor is responsible to maintain (cutting, watering, etc.) the lawn until the project completion date.

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## **SECTION 2950 – CLEANUP AND RESTORATION**

### **PART 1: GENERAL**

#### **1.1 GENERAL**

- A. The Contractor shall keep the site, project and work free from accumulations of waste materials, rubbish and other debris resulting from construction operations, and at the completion of all work, he shall remove all waste materials, rubbish and debris from and about the site, project and work as well as remove all tools, construction equipment, machinery and surplus materials, and shall leave the site clean and ready for occupancy and use by the Owner. The Contractor shall also restore to their original condition those portions of the site not designated for improvement or alteration under the various contracts comprising the project.
- B. Final site restoration shall be undertaken as soon as an area is no longer needed for construction, stockpile or access. When access roads are no longer needed, road fill shall be removed, and the access area shall be restored to pre-disturbance conditions. Care should be taken to avoid damage to adjacent vegetation and to prevent the formation of depressions that would serve as mosquito pools.
- C. Excavated material unsuitable for backfill and considered to be solid waste shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by the NJDEP.
- D. Work described under this section shall be in addition to the cleanup and restoration operations described under the various other sections of these Specifications, which work shall also be completed by the Contractor. All cleanup and restoration work shall be to the satisfaction of the Engineer and Owner.

#### **1.2 HAZARDS AND ENVIRONMENTAL CONTROL**

- A. Store volatile wastes in covered metal containers and remove them from the site daily. Prevent accumulation of wastes which create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations in compliance with local ordinances and all anti-pollution laws. Do not burn or bury rubbish and waste materials on project site. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.

### **PART 2: PRODUCTS**

#### **2.1 PRODUCTS**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

### **PART 3: EXECUTION**

### 3.1 CLEANUP OPERATIONS

#### A. General

1. Execute cleaning to ensure that structures, grounds and public properties are maintained free of accumulations of waste materials and rubbish.
2. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
3. Provide on-site containers for collection of waste materials, debris and rubbish. At least once a week during progress of the work, clean site and public properties, and dispose of waste materials, debris and rubbish at legal public or private dumping areas off Owner's property.

B. Site Work: Remove cleared vegetation, stones, excess excavation and the like from the site. Check pavements, curbs and walks for damage and stains and clean and repair as required before final sweeping.

C. Concrete: Remove efflorescence, grease, dirt, fungus and other deleterious materials from concrete which will be exposed, or which is to receive applied finishes or painting. Remove all form work from project site after stripping unless it is to be reused.

### 3.2 FINAL CLEANUP AND RESTORATION

A. Check all surfaces, and remove all remaining grease, dust, dirt, stains, labels, fingerprints and other foreign materials from these surfaces.

B. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

C. Broom clean paved surfaces and sidewalks. Rake clean other surfaces of grounds.

D. The Owner will assume responsibility for cleanup as of time designated as Final Completion date for entire project, and prior to that time for any portions of the work which he occupies prior to Final Completion.

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**DIVISION 3 – CONCRETE WORK**

## **SECTION 03000 – CONCRETE**

### **PART 1: GENERAL**

#### **1.01 WORK INCLUDED**

The Contractor is to furnish all labor, equipment and materials required to comply with the intent of the Contract Drawings pertaining to concrete work. All shop drawings, and certifications are to be provided in a timely manner in order not to delay the review process or the construction schedule.

#### **1.02 RELATED WORK**

Section 03000 - Concrete

#### **1.03 REFERENCES**

All work performed and materials installed by the Contractor are to be in strict accordance with the latest requirements of the following Codes and Standards:

American Concrete Institute –

- ACI 117-06 - “Specifications for Tolerances for Concrete Construction and Materials and Commentary”
- ACI 301-05 - “Specifications for Structural Concrete”
- ACI 304R-00 - “Guide for Measuring, Mixing, Transporting and Placing Concrete”
- ACI 305R-99 - “Hot Weather Concreting”
- ACI 306R-88 - “Cold Weather Concreting”
- ACI 308R-01 - “Guide to Curing Concrete”
- ACI 318-08 - “Building Code Requirements for Structural Concrete and Commentary”
- ACI 347-04 - “Guide to Formwork for Concrete”
- ACI 350-06 – “Code Requirements for Environmental Engineering Concrete Structures and Commentary”
- ACI 350.1-01 - “Tightness Testing of Environmental Engineering Concrete Structures”
- ACI SP-66(04) - “ACI Detailing Manual”

American Society for Testing Materials –

- ASTM A185-07 - “Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete”
- ASTM A192-05- “Standard Specification for Seamless Carbon Steel Boiler Tubes for High-Pressure Service”
- ASTM A307-07a - “Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength”
- ASTM A416-06 - “Specification for Steel Strand, Uncoated Seven-Wire for Prestressed Concrete”
- ASTM A497-07 - “Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete”
- ASTM A615-07- “Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement”
- ASTM C31-06 - “Practice for Making and Curing Concrete Test Specimens in the Field”

ASTM C33-03 - "Specification for Concrete Aggregates"  
 ASTM C39-05 - "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens"  
 ASTM C94-06 - "Specification for Ready-mixed Concrete"  
 ASTM C143-05a - "Standard Test Method for Slump of Hydraulic Cement Concrete"  
 ASTM C150-05 - "Specification for Portland Cement"  
 ASTM C171-03 - "Standard Specification for Sheet Materials for Curing Concrete"  
 ASTM C173-01e1 - "Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method"  
 ASTM C227-03 - "Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)"  
 ASTM C231-04 - "Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method"  
 ASTM C233-04 - "Standard Test Method for Air-Entraining Admixtures for Concrete"  
 ASTM C260-06 - "Standard Specification for Air-Entraining Admixtures for Concrete"  
 ASTM C309-06 - "Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete"  
 ASTM C494-05a - "Standard Specification for Chemical Admixtures for Concrete"  
 ASTM C1202-05 - "Standard Test Method for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration"  
 ASTM E329-06a - "Standard Specification for Agencies Engaged in Construction Inspection and/or Testing"  
 ASTM F1554-07a - "Standard Specification for Anchor Bolts, Steel, 36,55 and 105-ksi Yield Strength"  
 Army Corp of Engineers - Permeability Testing CRD C48-92  
  
 American Welding Society – AWS D1.4 -"Structural Welding Code - Reinforcing Steel"  
  
 American Water Works Association – AWWA C653 – "Standard for Disinfection of Water Treatment Plants"  
  
 Concrete Reinforcing Steel Institute - "Manual of Standard Practice"  
  
 FS-SS-S-201A – "Sealing Compound for Expansion Joints"

In the event of a conflict between the above listed references and these Specifications, the one having the more stringent requirement shall govern.

#### 1.04 STANDARD REQUIREMENTS

The Contractor is to furnish all labor, equipment and materials required to comply with the intent of the Contract Drawings pertaining to concrete work. All shop drawings, and certifications are to be provided in a timely manner in order not to delay the review process of the construction schedule.

The work, which is to be undertaken by the Contractor to fulfill the intent of this Section of the Specifications, is to be covered by this, as well as other Sections of the Specifications. The Contractor is thoroughly to familiarize himself with all those portions of the Specifications, which might in any way affect the outcome of the concrete work.

### 1.05 SUBMITTALS

Prior to the start of any construction at the Project Site or ordering of any materials associated with the concrete construction, the Contractor is to meet with the Engineer and submit, for his review, his proposed construction methods. This is to include, but not necessarily be limited to: form section layout and construction, finishing techniques to be employed, and methods of curing.

All design mixes, tests on reinforcing steel and other aspects of quality control are included in this and other Sections of the Specifications. All shop drawings and material samples required to expedite the work of this Section are to be submitted in sufficient time by the Contractor to allow for the proper review by the Engineer without delaying the progress of the work.

### PART 2: PRODUCTS (Not Used)

### PART 3: EXECUTION

#### 3.01 CONCRETE TESTING (Not in Contract)

The Owner will designate a Testing Laboratory, which is to perform all testing and provide inspection services when required. The Testing Laboratory is to meet the requirements of ASTM E329-06a and is to be a laboratory different from that which provided the concrete design mix proportions.

All Concrete test cylinders shall be 6"x12" and are to be cast by an authorized representative of the Engineer or the Testing Laboratory. All necessary assistance is to be afforded these persons by the Contractor in order to execute this work, at no additional cost to the Owner/Engineer.

The test cylinders are to be made in accordance with the requirements of ASTM C31. Test cylinders for strength of pumped concrete are to be taken at the point of delivery from the pumping line. Other cylinders are to be taken at the point of discharge.

A minimum of five test cylinders are to be made for each 50 cubic yards or portion thereof, of concrete deposited, two of which will be tested at age seven days, two to be tested at age twenty-eight days, and the fifth cylinder will be tested, if needed, to confirm strength at an earlier or later day than twenty-eight days. The tests are to be performed by the Testing Laboratory in accordance with the requirements of ASTM C39. Test cylinders are to be made at intervals spaced to provide a representative sampling of the entire placement.

Concrete test cylinders are to be properly marked, showing the name of the Project, the location of the concrete tested, the design strength, and the identification numbers of the cylinders in numerical sequence.

The Contractor shall provide a curing box, on the Project Site, for the safe storage and proper curing of test cylinders in accordance with ASTM C31. The curing box shall be of sufficient size to accommodate the maximum number of test cylinders cast for any daily placement. The curing box shall be insulated, with an insulated hinged cover, and shall store cylinders on Site until transported to the Testing Laboratory. The temperature within the curing box shall be maintained between 60°-80°F, as specified in ASTM 31. Heating devices and/or blankets shall be supplied by the Contractor to maintain the temperature limits. If

space heaters are used, care shall be taken so that the cylinders are not overheated. In the case where the cylinders are stored indoors, the cylinders shall be covered with plastic bags, in order to retain the moisture in the cylinders. The curing box shall have a high-low thermometer and the maximum and minimum internal temperatures shall be recorded daily. The location of the curing box shall be in an area that is free from disturbance and vibration, such as pile driving and traffic. Failure to maintain these conditions may result in additional testing at the cost of the Contractor. No concrete shall be delivered to the Site until the curing box, as described, has been provided. The cylinders shall remain in the curing box a minimum of 24 hours or until transported to the approved Testing Laboratory.

The cylinders shall be transported in such a manner that they will not be jarred, rolled, bounced, or dropped.

If any test cylinders fail to attain the required strength, concrete work is to be terminated until the Engineer and the Contractor meet to determine the cause, and steps are taken to assure that all future concrete work will attain the desired strength. In order to determine what steps are to be taken to achieve the specified requirements, the Engineer will direct additional testing of the unsatisfactory concrete, at the Contractor's expense.

Slump tests are to be performed by the Testing Laboratory, or an authorized representative of the Engineer, in accordance with the requirements of ASTM C143. Excessive slump will be a cause for rejection of the truckload of concrete.

The Testing Laboratory, or an authorized representative of the Engineer, reserves the right to perform air content tests on concrete delivered to the Project Site. This test will be performed in accordance with ASTM C173 or ASTM C231. The results of the air content test shall be noted on the delivery ticket.

If required by the Engineer, an inspector from the Testing Laboratory will be directed to inspect the concrete at the batching plant. The cost of such inspection will be paid by the Contractor.

The Owner is to pay for the delivery and testing of concrete cylinders, which meet specified criteria. Cylinders, which do not meet such criteria, will have their cost of delivery and testing deducted from the Contract cost.

All test reports are to be submitted to the Engineer on appropriate forms. Not less than five (5) copies are to be submitted.

All test reports are to include the Project name, name of Contractor, name of concrete testing service, name of concrete supplier, placement location and date, date of test, cylinder numbers, and tests results. Test reports are also to indicate whether or not materials are acceptable for their intended use.

### 3.02 DEFECTIVE WORK

Concrete work which does not conform to the specified requirements, including strength, tolerances and finishes, is to be corrected at the Contractor's expense, without extension of time therefore. The Contractor will also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

### 3.03 STORAGE OF MATERIALS

Storage facilities are subject to the inspection by the Engineer. Cement is to be stored well off the ground in a dry, weathertight, adequately ventilated structure with provision to prevent the absorption of moisture. Aggregates are to be stored in a manner to assure good drainage, to preclude the inclusion of foreign matter, and to preserve the gradation. Each size group is to be kept separate by means of bulkheads between the piles.

\* \* \* \* \*

**APPENDIX A - PERMITS**

STATE OF NEW JERSEY

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
(See Issuing Division below)



**PERMIT\***

The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No. 1595		Application No.	
Issuance Date September 2, 2020	Effective Date September 2, 2020	Expiration Date September 2, 2022	
Name and Address of Applicant County of Union Division of Engineering 2325 South Avenue Scotch Plains, NJ 07076		Name and Address of Owner	Name and Address of Operator
Location of Activity/Facility (Street Address)	Issuing Division Dam Safety and Flood Engineering	Statute(s) NJSA-58:4-1 et seq.	
Lot _____ Block _____			
Type of Permit Dam	Maximum Approved Capacity, if applicable		

This permit grants permission to:

make repairs to the existing structure known as Kenilworth Blvd. Dam by removing approximately 4,300 linear feet of trees along the left portion of the dam and repair damaged articulated concrete blocks in the auxiliary spillway. The dam is located across Nomahegan Brook within Cranford Township, Union County, New Jersey. PROJECT IS SHOWN ON APPROVED DRAWINGS LISTED ON PAGE 5 OF THIS PERMIT.

Prepared By: Russell Ray  
Russell Ray

See Page 5 for signature

Revised Date	Approved by the Department of Environmental Protection		
	Name (Print or Type) _____	Title _____	
	Signature _____	Date _____	

\*The word permit means "approval, certification, registration, etc."

DAM APPLICATION PERMIT NO. 1595

**TERMS AND CONDITIONS**

1. Application for approval of plans and permit was filed on September 19, 2019 and was accompanied by the following supplementary papers as part thereof:
  - A. Construction Drawings
  - B. Specifications
2. This permit is revocable, or subject to modification or change at any time, pursuant to the applicable regulations, when in the judgement of the Department of Environmental Protection, Division of Dam Safety and Flood Engineering (Division), of the State of New Jersey such revocation, modification or change shall be necessary.
3. The issuance of this permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.
4. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.
5. In cases of conflict, the conditions of this permit shall supersede the plans and/or engineering data.
6. The action of the Division in approving this application and issuing the permit shall not relieve the party constructing the works hereby approved from the responsibility for damage caused by such works; nor does the Division accept responsibility for the structural design.
7. The work shall at all times be subject to supervision and inspection by representatives of the Division.
8. No changes in the plans and specifications as approved shall be made except with written consent of the Division. The Division however, reserves the right to require such changes or modifications in the plans and specifications as may be considered necessary in the interest of public safety.
9. A formal construction inspection program (program) shall be required for all permitted construction activities. A copy of the program description is to be submitted and approved by the Division prior to the commencement of construction. The program description shall contain detailed information including but not limited to the following items:
  - A. Organization chart of the construction inspection force.
  - B. Number and specialties of inspectors proposed. Information submitted with this item, or item above, should include the number of inspectors proposed for

DAM APPLICATION PERMIT NO. 1595

each feature of construction. Where full-time inspection is not proposed, the schedule for part-time inspection should be described.

- C. Duties, responsibilities, necessary qualifications, and scope of authority of the inspection staff members. This information should be supplemented on a continuing basis by submittal of qualifications of the personnel actually employed.
- D. Field tests to be performed and frequency of testing.
- E. Field laboratory facilities to be provided.
- F. Planned use of commercial testing services.
- G. Planned use of consultants during construction.
- H. Schedule of construction, showing all major features of construction.
- I. Erosion Control and Other Environmental Measures.
- J. Inspection and monitoring of erosion control and other measures that are required for the protection of the environmental integrity of streams and other areas affected by construction.

The information provided should be in sufficient detail to enable the Division to assure that the proposed program provides adequate construction quality control. Some items, such as safety requirements and special construction techniques, including a water diversion plan; underground and surface excavation; and production and placement of reinforced concrete work may be included in the contract specifications. If not, these items, especially those that may involve the safety of personnel during construction, should be detailed in the inspection program.

- 10. All on-site construction activities shall be performed under the direct supervision of a professional engineer, licensed in the State of New Jersey and experienced in the design and construction of dams. The Division will not accept an inspection program that provides for quality control to be administered or performed by the contractor.
- 11. The professional engineer responsible for inspecting the construction shall submit a report on the status of construction with color photographs to the Division on the first day of each month until the work has been completed.
- 12. A construction notice on a prescribed form shall be prepared and submitted to the Division two weeks prior to construction beginning.

DAM APPLICATION PERMIT NO. 1595

13. The work shall be started within one (1) year from the date of this permit and completed within two (2) years from said date, otherwise, this permit, if not previously revoked or specifically extended, shall cease and be null and void.
14. A copy of the dam permit and one set of drawings and specifications approved by the Division must be available at the project site during construction.
15. All construction activities must be undertaken in accordance with N.J.A.C. 7:20-1.10 of the Dam Safety Standards entitled: "Construction."
16. All construction work on the lands encompassed within this dam permit shall be **STABILIZED** in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey" (obtainable from local Soil Conservation District Offices), or equal engineering specifications, so as to prevent eroded soil therefrom entering the waterway at any time during and after construction.
17. This permit **DOES NOT GIVE ANY PROPERTY RIGHTS**, in either real or personal property or material, nor any exclusive privileges; neither does it authorize any injury to private property, nor invasion of private rights.
18. No trees or brush shall be allowed to grow on the dam structure and, the dam embankment, spillway and appurtenances shall be maintained as described on the approved drawings.
19. After the construction of the dam has been completed, inspection reports shall be submitted to the Division in accordance with N.J.A.C. 7:20-1.11 of the Dam Safety Standards entitled: "Dam operating requirements and inspections, new and existing dams".
20. No flashboards or other obstruction shall be placed or permitted to remain on the crest of the spillway.
21. A complete set of as-built plans and specifications, noting all approved changes and signed and sealed by the licensed professional engineer who supervised the inspection of the construction must be submitted to the Division upon completion of the project.
22. The professional engineer who has inspected the construction shall submit a written certification on the prescribed form (Completion Report) that the structure has been constructed in conformance with the approved drawings and specifications.
23. The following environmental timing restrictions and conditions are required:
  - A. A timing restriction from March 15<sup>th</sup> through July 31<sup>st</sup> is required for any in-water and sediment generating activities to protect trout stocked waters downstream and warm-water fish nest building/spawning.

DAM APPLICATION PERMIT NO. 1595

- B. A timing restriction from April 1<sup>st</sup> through August 31<sup>st</sup> is required for mechanical trimming or removal of trees to protect nesting birds covered under the Migratory Bird Treaty Act and the NJ Endangered & Non-game Species Conservation Act. Non-mechanical tree removal trimming may be permitted once the tree is professionally checked for nesting activity. Trees may be removed with chainsaws or similar tools.
- C. County Soil Conservation District BMP's for prevention of sediment movement should be used at all times and maintained for function.
24. Although the repairs approved by this permit constitute an improvement, it does not imply that the dam will be brought into full compliance with the Dam Safety Standards. The dam has insufficient spillway capacity to safely pass the Spillway Design Storm as required by N.J.A.C. 7:20-1.9. Additional repairs to Kenilworth Blvd. Dam are required.
25. The drawings hereby approved are four (4) sheets prepared by Kevin Nollstadt, PE of Mott McDonald dated September 2019, last revised June 2020 and entitled:

“REHABILITATION OF KENILWORTH DAM, TOWNSHIPS OF CRANFORD, KENILWORTH & SPRINGFIELD, COUNTY OF UNION, NEW JERSEY”

“SITE PLAN SHEET 3”, sheet 3 of 7,

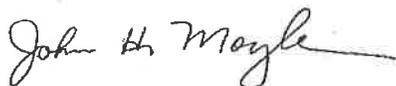
“SITE PLAN SHEET 4”, sheet 4 of 7,

“SITE PLAN SHEET 5”, sheet 5 of 7,

“CONSTRUCTION DETAILS”, sheet 6 of 7,

and specifications dated September 2019 and last revised June 2020, entitled:

“REHABILITATION OF KENILWORTH BOULEVARD DAM, NJ DAM FILE NO. 26-53, TECHNICAL SPECIFICATIONS”



John H. Moyle, P.E., Director  
Division of Dam Safety and Flood Engineering

9/2/2020

Date



**STATE OF NEW JERSEY**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**DIVISION OF LAND RESOURCE PROTECTION**  
 Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
 Telephone: (609) 777-0454 or Fax: (609) 777-3656  
 www.nj.gov/dep/landuse



## PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		<b>Approval Date</b> <b>October 17, 2020</b>
		<b>Expiration Date</b> <b>October 16, 2025</b>
<b>Permit Numbers:</b> 2000-19-0001.1 LUP190001	<b>Type of Approvals:</b> Freshwater Wetlands General Permit No.18 Water Quality Certificate	<b>Governing Rules:</b> N.J.A.C. 7:7A-1.1(a)
<b>Permittee:</b> Thomas Mineo, P.E. Union County Engineer 2325 South Avenue Scotch Plains, New Jersey 07076	<b>Site Location:</b> Lenape Park Block: 102.03 Lot: 1 Cranford Township, Union County Block: 6 Lot 1 Kenilworth Borough, Union County Block: 65 Lot 1 Kenilworth Borough, Union County Block: 4204 Lot 1 Springfield Township, Union County Block: 3409 Lot: 1 Union Township, Union County	
<b>Description of Authorized Activities:</b> This document authorizes the rehabilitation and repair to the Lenape Park Dam on the parcels referenced above.		
<b>Prepared by:</b> <b>Robert Helsel</b>	<b>Received and/or Recorded by</b> <b>County Clerk:</b>	
If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.		
<b>This permit is not valid unless authorizing signature appears on the last page.</b>		

**STATEMENT OF AUTHORIZED IMPACTS:**

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7A-19.11.

<b>FWW GP18 Dam Repairs</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Freshwater wetlands</b>	0	0.34
<b>Transition areas</b>	0	6.61
<b>State open waters</b>	0	0

**SPECIAL CONDITIONS:**

1. Pursuant to the procedures outlined in the December 22, 1993 Memorandum of Agreement among the United States Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency and the New Jersey Department of Environmental Protection (NJDEP), a tree clearing restriction of trees with a diameter at breast height of 5 inches or greater is required from April 1 to September 30 to protect Indiana bat. Please contact USFWS's New Jersey Field Office at (609) 382-5271 if you have any questions.
2. In order to protect the fishery resources within the tributary to the Rahway River, no grading, excavation, construction or clearing is permitted within any watercourse onsite between May 1<sup>st</sup> through July 31<sup>th</sup> of any year. Furthermore, any activity which would likely introduce sediment into the watercourse and/or increase its turbidity, is also prohibited during this period. The Department reserves the right to suspend all regulated activities onsite should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.
3. The permittee shall obtain a current and valid lake lowering permit from the Department's Division of Fish and Wildlife if any lake lowering is required.
4. The permittee shall ensure that all authorized activities are conducted in accordance with the Department-approved Dam Safety Permit No. 1595 issued on September 2, 2020 pursuant to N.J.A.C. 7:20.

**STANDARD CONDITIONS:**

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.

4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Division of Land Resource Protection by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:

- i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
  - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and
  - iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
  15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
  16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
  17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
  18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
  19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
  20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
  21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
  22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
  23. A permit can be modified, suspended, or terminated by the Department for cause.

24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Resource Protection at the address listed on page one of this permit.

**APPROVED PLANS:**

The drawings hereby approved consist of six sheets prepared by Kevin K. Nollstadt of Mott MacDonald, dated August 1, 2019, last revised June 10, 2020, and entitled:

“COUNTY OF UNION TOWNSHIP OF CRANFORD, UNION COUNTY, NEW JERSEY,  
REHABILITATION OF KENILWORTH BOULEVARD DAM”,

“ESTIMATE OF QUANTITIES AND KEY MAP”, Sheet 2 of 7,

“SITE PLAN SHEET 3”, Sheet 3 of 7,

“SITE PLAN SHEET 4”, Sheet 4 of 7,

“SITE PLAN SHEET 5”, Sheet 5 of 7,

“CONSTRUCTION DETAILS”, Sheet 6 of 7, and;

“SESC NOTES AND DETAILS”, Sheet 7 of 7.

**APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Resource Protection at the address listed on page one of this permit. In

addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Resource Protection's Technical Support Call Center at (609) 777-0454.

Approved By:



Digitally signed by  
Cathryn Schaffer  
Date: 2020.10.17  
08:04:29 -04'00'

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Cathryn Schaffer, Environmental Specialist 3  
Division of Land Resource Protection

- c: Cranford Township Municipal Clerk
- Kenilworth Borough Municipal Clerk
- Springfield Township Municipal Clerk
- Union Township Municipal Clerk
- Union County Clerk
- Agent – Kevin Nollstadt, Mott MacDonald

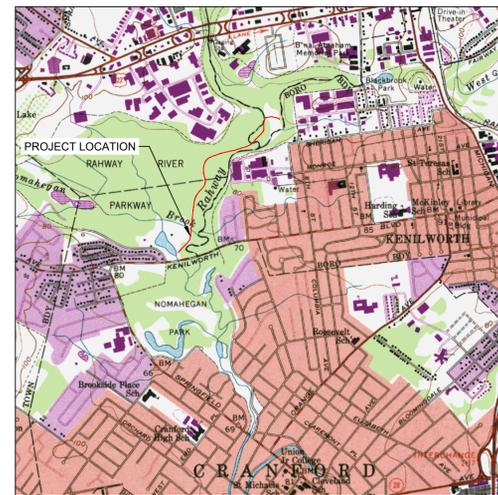
COUNTY OF UNION  
 BOARD OF CHOSEN FREEHOLDERS  
**REHABILITATION OF KENILWORTH BOULEVARD DAM  
 A.K.A. LENAPE PARK DAM**  
 TOWNSHIPS OF CRANFORD, KENILWORTH, & SPRINGFIELD  
 COUNTY OF UNION, NEW JERSEY  
 UNION COUNTY PROJECT #2016-044

COUNTY MANAGER  
Edward Oatman

COUNTY ENGINEER  
Thomas O. Mineo, P.E.

PUBLIC UTILITIES
PSE&G 472 WESTON CANAL ROAD SOMERSET, NJ 08873 JONATHAN HALLENBECK (973) 764-3243
VERIZON FIOS ENGINEERING 290 WEST MOUNT PLEASANT AVE, FLR G., BLDG 4 LIVINGSTON, NJ 07083 CARLOS DIAS (732) 577-7414
COMCAST 800 RAHWAY AVE UNION, NJ 07083 ROBERT KNOEPFEL (732) 604-744 EXT 6202293
ELIZABETHTOWN GAS 520 GREEN LANE UNION, NJ 07083 GREG BALINT (908) 662-8321
NEW JERSEY AMERICAN WATER 1341 NORTH AVE PLAINFIELD, NJ 07062 SCOTT SCHREIBER (908) 791-3464
JOINT MEETINGS 500 SOUTH FIRST STREET ELIZABETH, NJ 07202 JOSEPH BONACCOROS, SUPERINTENDENT
RAHWAY VALLEY SEWERAGE AUTHORITY 1050 EAST HAZELWOOD AVE RAHWAY, NJ 07065 ROBERT L. VALENT (732) 388-0868

NOTE:  
PRIOR TO ANY EXCAVATION, CONTRACTOR MUST HAVE ALL  
UTILITIES MARKED OUT BY THE APPROPRIATE UTILITY  
COMPANIES BY CALLING 1-800-272-1000 OR 811.



SOURCE: USGS QUADRANGLES: ROSELLE  
 USGS MAP  
 0 2000 4000  
 SCALE: 1" = 2000'

INDEX OF DRAWINGS:

- 1 TITLE SHEET
- 2 ESTIMATE OF QUANTITIES & KEY MAP
- 3-5 SITE PLANS
- 6 CONSTRUCTION DETAILS
- 7 SESC NOTES & DETAILS

**SEPTEMBER 2019**  
 REVISED NOVEMBER 2020



Certificate No. 24GA28016600

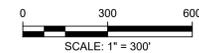
 11/10/2020

KEVIN K. NOLLSTADT  
 Professional Engineer - N.J. Lic. No. 24GE04519700

SCHEDULE OF CONSTRUCTION ITEMS			
ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY
1	MOBILIZATION	LUMP SUM	1
2	CLEARING SITE, TREE REMOVAL	LUMP SUM	1
3	EMBANKMENT FILL	C.Y.	100
4	SOIL EROSION AND SEDIMENT CONTROL	LUMP SUM	1
5	REVTMENT REPAIR (ARTICULATED CONCRETE BLOCK)	SQ. YD.	25
6	TOPSOILING, 4" THICK	SQ. YD.	1,000
7	FERTILIZING AND SEEDING	SQ. YD.	1,000
8	POST AND RAIL FENCE	L.F.	8,200
9	HMA 9.5M64, 2" BIKE PATH OVERLAY	TON	500
10	FINAL CLEANUP	LUMP SUM	1



KEY MAP



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Client  
**COUNTY OF UNION  
 TOWNSHIP OF CRANFORD  
 UNION COUNTY, NEW JERSEY**

Rev	Date	Drawn	Description	Ch'k'd	App'd
2	11/10/2020	EV	REVISED PER UNION COUNTY	JKR	KKN
1	6/10/2020	EV	REVISED PER NJDEP DAM SAFETY	JKR	KKN
ORIG	8/1/2019	OM	ORIGINAL DRAWINGS	JKR	KKN

**KEVIN K. NOLLSTADT**  
 PROFESSIONAL ENGINEER LIC. NO. 24GE04519700  
*Kevin Nollstadt* Date 11/10/2020

Project Number	B/O	Total
382300	2	7

Designed	KKN	Eng check	JKR
Drawn	OM	Coordination	JKR
Dwg check	JKR	Approved	KKN
Scale	Status	Rev	Security
1" = 300'	N/A	0	
Drawing Number			

Title  
**REHABILITATION OF KENILWORTH  
 BOULEVARD DAM**  
 ESTIMATE OF QUANTITIES & KEY MAP

**NOTES:**

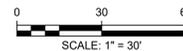
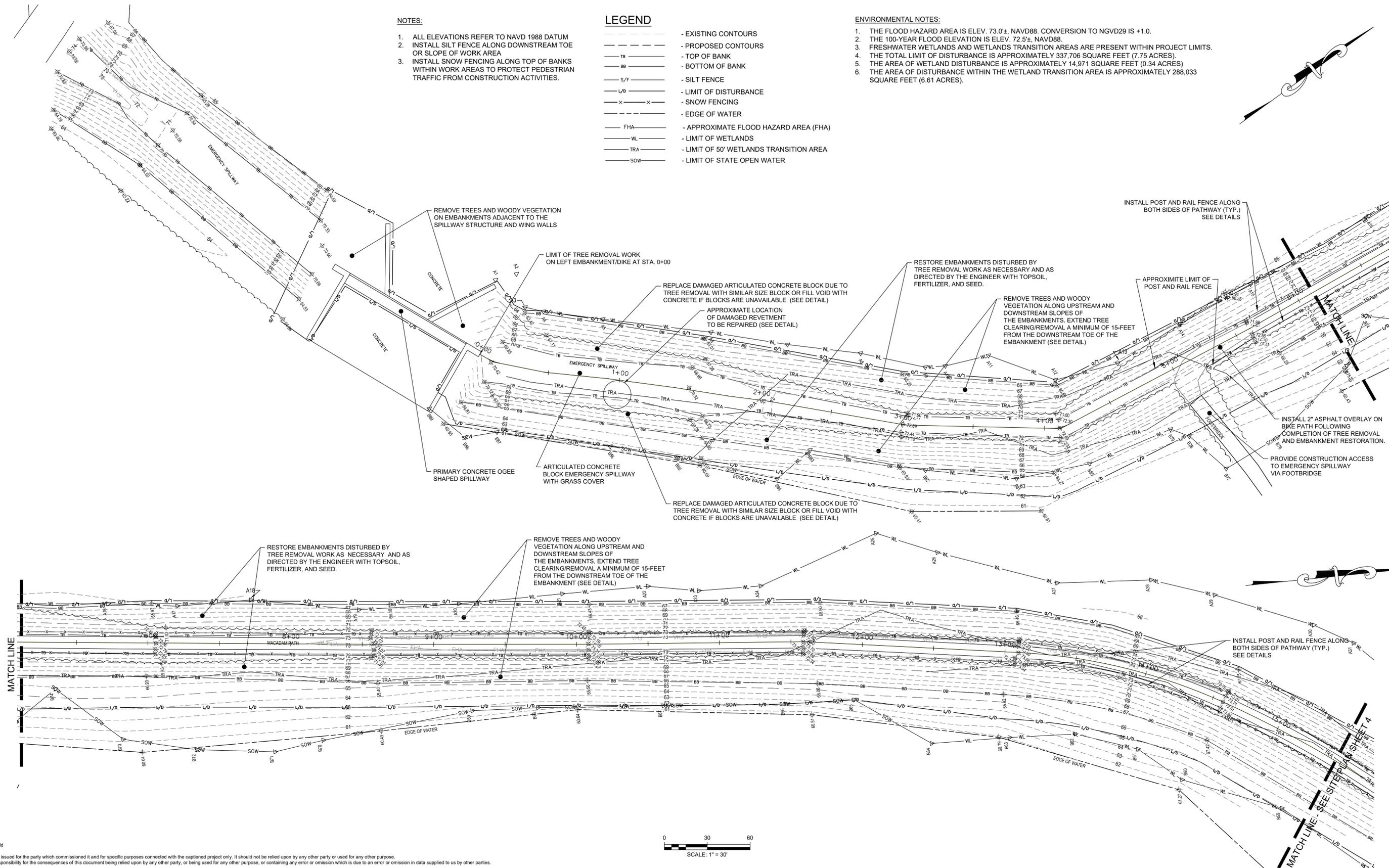
1. ALL ELEVATIONS REFER TO NAVD 1988 DATUM
2. INSTALL SILT FENCE ALONG DOWNSTREAM TOE OR SLOPE OF WORK AREA
3. INSTALL SNOW FENCING ALONG TOP OF BANKS WITHIN WORK AREAS TO PROTECT PEDESTRIAN TRAFFIC FROM CONSTRUCTION ACTIVITIES.

**LEGEND**

- - - - - EXISTING CONTOURS
- - - - - PROPOSED CONTOURS
- - - - - TOP OF BANK
- - - - - BOTTOM OF BANK
- - - - - SILT FENCE
- - - - - LIMIT OF DISTURBANCE
- - - - - SNOW FENCING
- - - - - EDGE OF WATER
- - - - - APPROXIMATE FLOOD HAZARD AREA (FHA)
- - - - - LIMIT OF WETLANDS
- - - - - LIMIT OF 50' WETLANDS TRANSITION AREA
- - - - - LIMIT OF STATE OPEN WATER

**ENVIRONMENTAL NOTES:**

1. THE FLOOD HAZARD AREA IS ELEV. 73.0'±, NAVD88. CONVERSION TO NGVD29 IS +1.0.
2. THE 100-YEAR FLOOD ELEVATION IS ELEV. 72.5'±, NAVD88.
3. FRESHWATER WETLANDS AND WETLANDS TRANSITION AREAS ARE PRESENT WITHIN PROJECT LIMITS.
4. THE TOTAL LIMIT OF DISTURBANCE IS APPROXIMATELY 337,706 SQUARE FEET (7.75 ACRES).
5. THE AREA OF WETLAND DISTURBANCE IS APPROXIMATELY 14,971 SQUARE FEET (0.34 ACRES).
6. THE AREA OF DISTURBANCE WITHIN THE WETLAND TRANSITION AREA IS APPROXIMATELY 288,033 SQUARE FEET (6.61 ACRES).



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**KEVIN K. NOLLSTADT**  
 PROFESSIONAL ENGINEER LIC. NO. 24GE04519700  
*Kevin Nollstadt* Date 11/10/2020

Project Number	B/O	Total
382300	3	7

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Dwg check	JKR	Approved	KKN
Scale	Status	Rev	Security
1" = 30'	N/A	0	
Drawing Number			

Title  
**REHABILITATION OF KENILWORTH  
 BOULEVARD DAM**

**SITE PLAN SHEET 3**

**LEGEND**

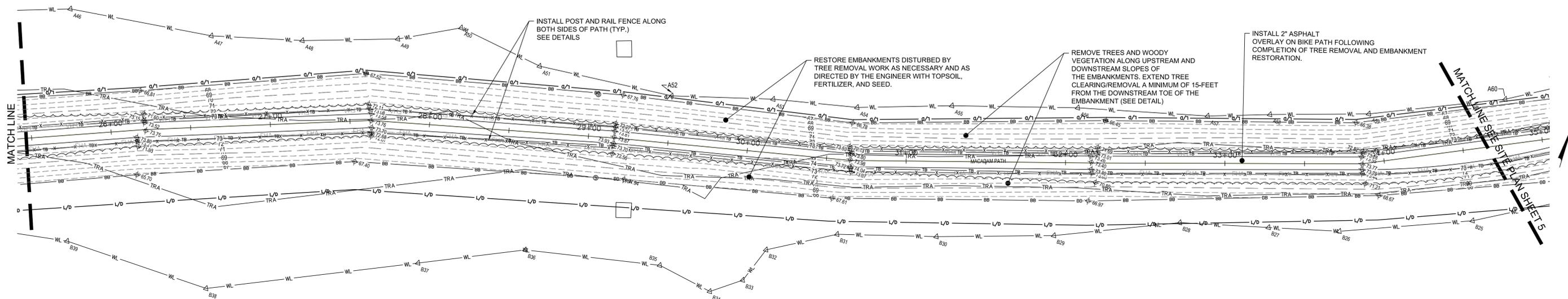
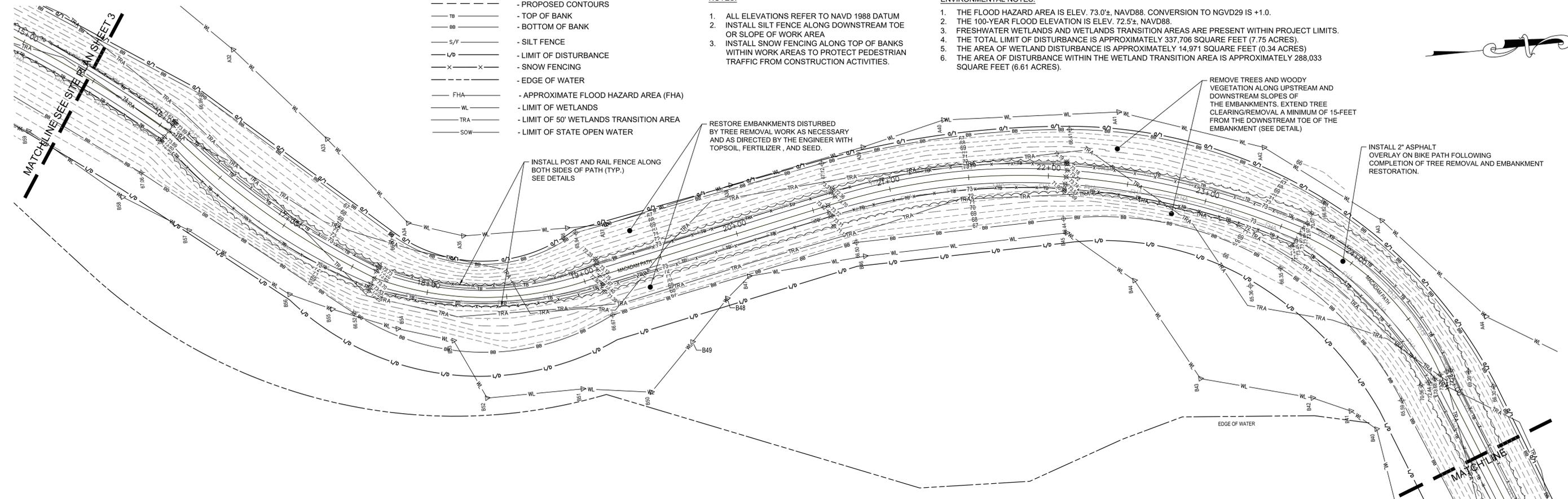
- - - - - EXISTING CONTOURS
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- S/F — SILT FENCE
- L/D — LIMIT OF DISTURBANCE
- X — SNOW FENCING
- - - - - EDGE OF WATER
- FHA — APPROXIMATE FLOOD HAZARD AREA (FHA)
- WL — LIMIT OF WETLANDS
- TRA — LIMIT OF 50' WETLANDS TRANSITION AREA
- SOW — LIMIT OF STATE OPEN WATER

**NOTES:**

1. ALL ELEVATIONS REFER TO NAVD 1988 DATUM
2. INSTALL SILT FENCE ALONG DOWNSTREAM TOE OR SLOPE OF WORK AREA
3. INSTALL SNOW FENCING ALONG TOP OF BANKS WITHIN WORK AREAS TO PROTECT PEDESTRIAN TRAFFIC FROM CONSTRUCTION ACTIVITIES.

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**KEVIN K. NOLLSTADT**  
 PROFESSIONAL ENGINEER LIC. NO. 24GE04519700

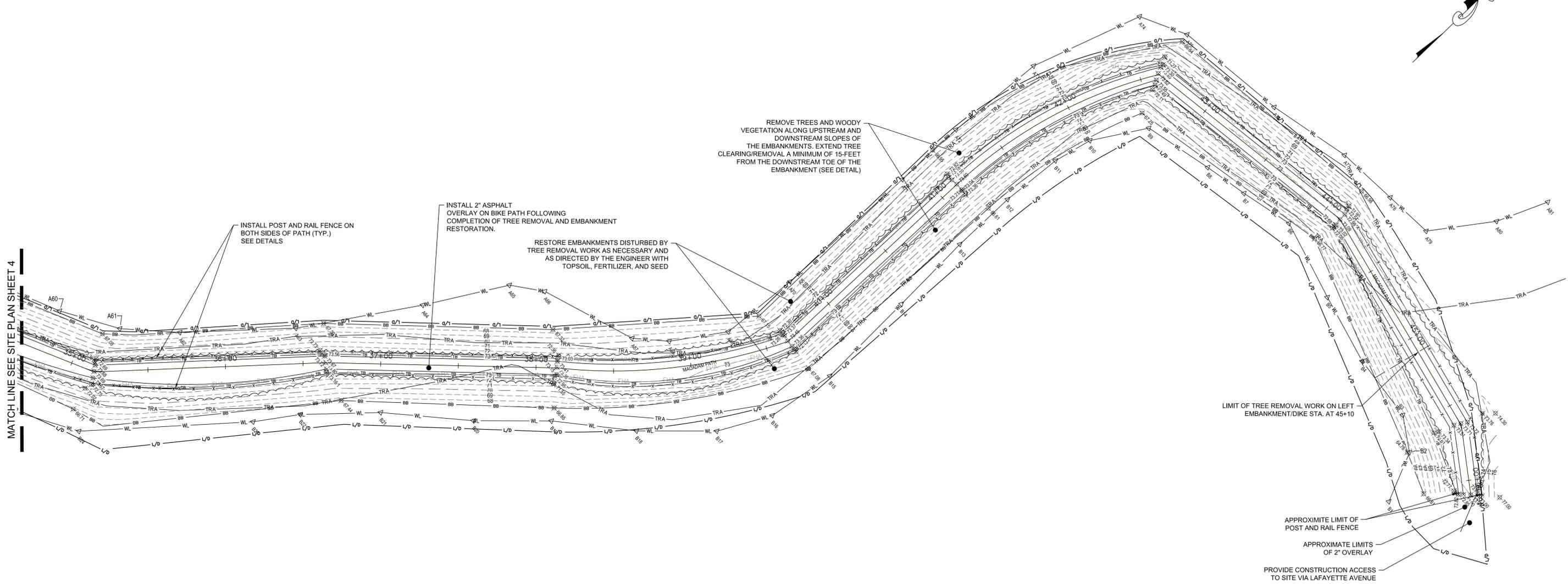
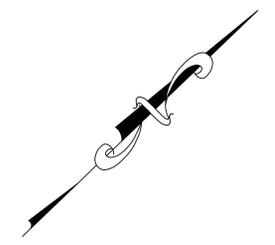
*Kevin Nollstadt* Date 11/10/2020

Project Number	382300	B/O	4	Total	7
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Designed	KKN	Eng check	JKR
Drawn	OM	Coordination	JKR
Dwg check	JKR	Approved	KKN
Scale	1" = 30'	Status	N/A
Rev	0	Security	
Drawing Number			

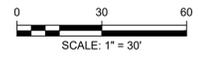
Title  
**REHABILITATION OF KENILWORTH BOULEVARD DAM**

**SITE PLAN SHEET 4**



- LEGEND**
- - EXISTING CONTOURS
  - - PROPOSED CONTOURS
  - TB — - TOP OF BANK
  - BB — - BOTTOM OF BANK
  - S/F — - SILT FENCE
  - L/D — - LIMIT OF DISTURBANCE
  - x — - SNOW FENCING
  - — — - EDGE OF WATER
  - FHA — - APPROXIMATE FLOOD HAZARD AREA (FHA)
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NOTE: ALL ELEVATIONS REFER TO NAVD 1988 DATUM



**ENVIRONMENTAL NOTES:**

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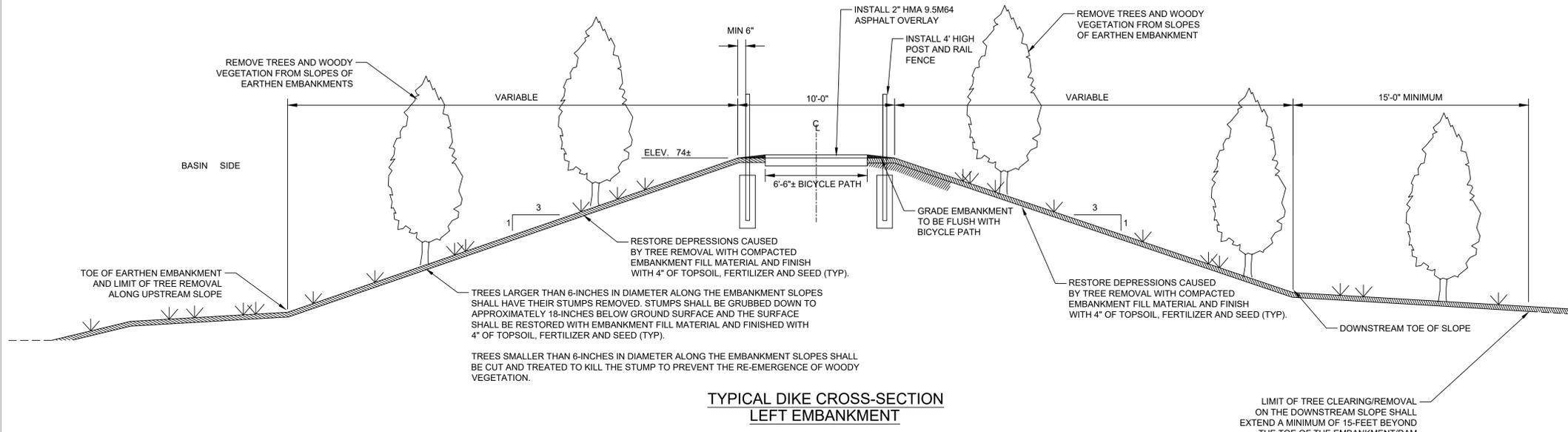
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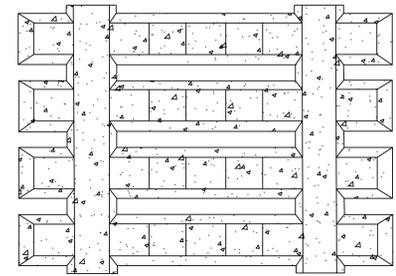
**KEVIN K. NOLLSTADT**  
 PROFESSIONAL ENGINEER LIC. NO. 24GE04519700  
*Kevin Nollstadt* Date 11/10/2020  
 Project Number **382300** B/O **5** Total **7**

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Dwg check	JKR	Approved	KKN
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1" = 30'	N/A	0	
Drawing Number			

Title  
**REHABILITATION OF KENILWORTH  
 BOULEVARD DAM**  
 SITE PLAN SHEET 5

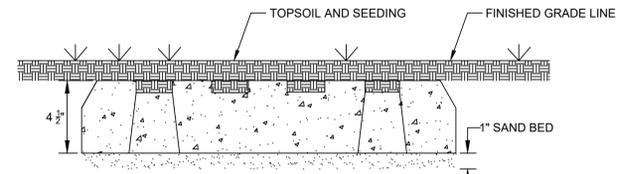


TYPICAL DIKE CROSS-SECTION  
LEFT EMBANKMENT



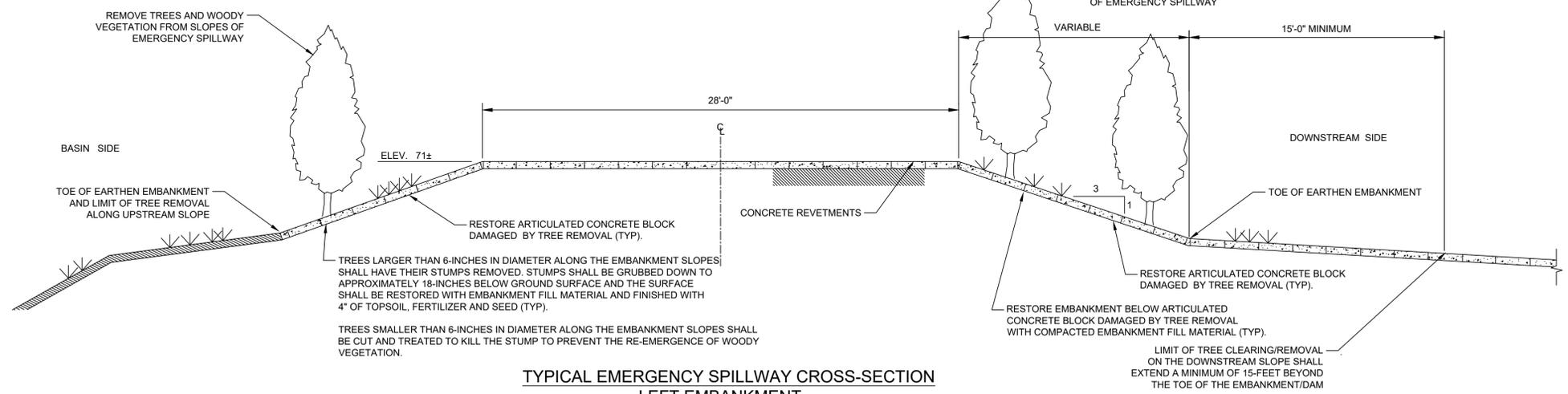
TOP VIEW

- NOTE:
1. REMOVE DAMAGED SECTION OF SPILLWAY AND REPLACE WITH NEW ARTICULATED CONCRETE BLOCK (ACB) WITH SIMILAR DIMENSIONS. IF ACB WITH SIMILAR DIMENSIONS ARE NOT AVAILABLE, FILL VOID WITH CONCRETE TO A DEPTH EQUAL TO OR BELOW THE BOTTOM OF THE REMAINING BLOCKS.
  2. PLACE NEW ACB OR CONCRETE ON 1" SAND BED LAYER.
  3. FILL VOIDS BETWEEN ACB WITH EMBANKMENT FILL MATERIAL.
  4. BURY ACB OR CONCRETE WITH 4" TOPSOIL, FERTILIZER AND SEED.

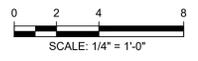


SIDE VIEW

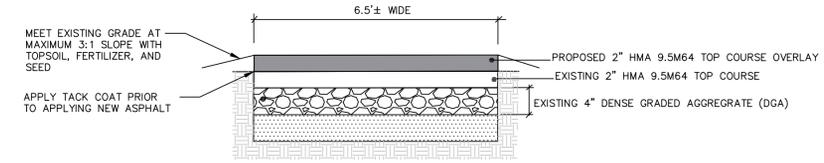
REVETMENT DETAIL  
N.T.S.



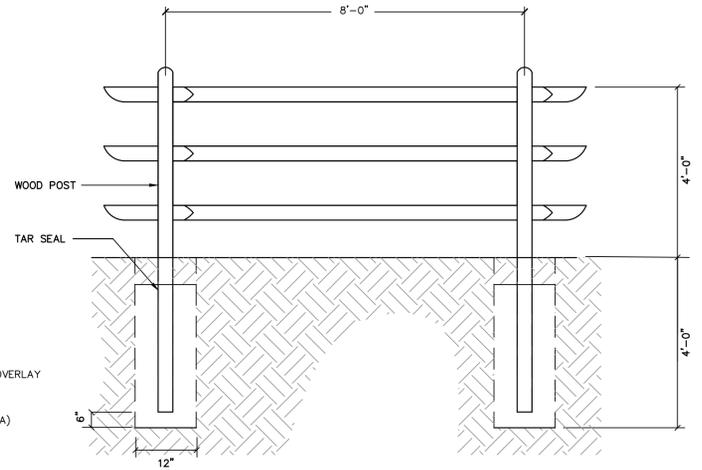
TYPICAL EMERGENCY SPILLWAY CROSS-SECTION  
LEFT EMBANKMENT



EMBANKMENT FILL MATERIAL GRADATION		
EARTH EMBANKMENT FILL (IMPERVIOUS FILL)		
SIEVE SIZE	% FINER	
3/8"	90-100	
#4	85-95	
#10	80-95	
#40	60-80	
#100	30-55	
#200	25-40	



BICYCLE PATH ASPHALT OVERLAY  
N.T.S.



POST AND RAIL FENCE DETAIL  
N.T.S.

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*Kevin Nollstadt* Date 11/10/2020

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VARIES	N/A	0	
Drawing Number			

Title  
**REHABILITATION OF KENILWORTH  
BOULEVARD DAM**

**CONSTRUCTION DETAILS**

STANDARD FOR PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

**DEFINITION**  
ESTABLISHMENT OF PERMANENT VEGETATIVE COVER ON EXPOSED SOILS WHERE PERENNIAL VEGETATION IS NEEDED FOR LONG TERM PROTECTION.

**PURPOSE**  
TO PERMANENTLY STABILIZE THE SOIL, ASSURING CONSERVATION OF SOIL AND WATER, AND TO ENHANCE THE ENVIRONMENT.

**WHERE APPLICABLE**  
ON EXPOSED SOILS THAT HAVE A POTENTIAL FOR CAUSING OFF-SITE ENVIRONMENTAL DAMAGE.

**METHODS AND MATERIALS**

**I. SITE PREPARATION**

A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH STANDARDS FOR LAND GRADING, P. 4.11.

B. INSTALL NEEDED EROSION CONTROL PRACTICES AND FACILITIES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENT BASINS, AND WATERWAYS. SEE STANDARDS 4.2 THROUGH 4.16.

**II. SEEDING PREPARATION**

A. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATIONS SUCH AS THOSE OFFERED BY RUTGERS UNIVERSITY SOIL TESTING LABORATORY. SOIL SAMPLE MAJORS ARE AVAILABLE FROM THE LOCAL COOPERATIVE EXTENSION SERVICE OFFICE. IF SOIL TESTING IS NOT FEASIBLE ON SMALL OR VARIABLE SITES, OR WHERE TESTING IS CRITICAL, FERTILIZER MAY BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT. IN ADDITION, 300 POUNDS 38-0-0 PER ACRE OF EQUIVALENT OF SLOW RELEASE NITROGEN MAY BE USED IN LIEU OF TOPDRESSING (SEE PAGE 3.2, SECTION IV). APPLY LIMESTONE (EQUIVALENT TO 50 PERCENT CALCIUM PLUS MAGNESIUM OXIDES) AS FOLLOWS:

SOIL TEXTURE	TONS/ACRE	LBS./1,000 SQ. FT.
CLAY, CLAY LOAM, AND HIGH ORGANIC SOIL	3	150
SANDY LOAM, LOAM, SILT LOAM	2	90
LOAMY SAND, SAND	2	90

PULVERIZED DOLOMITIC LIMESTONE IS PREFERRED FOR MOST SOILS SOUTH OF THE NEW BRUNSWICK-TRENTON LINE.

B. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRINGTOOTH HARROW OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISCING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM, FINE SEEDBED IS PREPARED. ALL BUT CLAY OR SILTY SOILS AND COARSE SANDS SHOULD BE ROLLED TO FIRM THE SEEDBED WHEREVER FEASIBLE.

C. REMOVE FROM THE SURFACE ALL STONES TWO INCHES OR LARGER IN ANY DIMENSION. REMOVE ALL OTHER DEBRIS, SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLODS, LUMPS, OR OTHER UNSUITABLE MATERIAL.

D. INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED AND FIRMED AS ABOVE.

**III. SEEDING**

A. SELECT A MIXTURE FROM TABLE 3.2-1 OR USE MIXTURE RECOMMENDED BY THE COOPERATIVE EXTENSION SERVICE OR SOIL CONSERVATION SERVICE WHICH IS APPROVED BY THE SOIL CONSERVATION DISTRICT.

B. APPLY SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDROSEEDER. THE LATTER MAY BE JUSTIFIABLE FOR LARGE, STEEP AREAS WHERE CONVENTIONAL VEHICLES CANNOT TRAVEL. MULCH SHOULD BE INCLUDED IN THE TANK WITH THE SEED. EXCEPT FOR DRILLED, HYDROSEEDER OR CULTIPACKED SEEDINGS, SEED SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE TEXTURED SOIL.

C. AFTER SEEDING, FIRING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE THE PREFERRED SEEDING METHOD. WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMIZED AND WATER CONSERVATION ON SITE WILL BE MAXIMIZED.

**IV. MULCHING**

MULCHING IS REQUIRED ON ALL SEEDING. MULCH WILL INSURE AGAINST EROSION BEFORE GRASS IS ESTABLISHED AND WILL PROMOTE FASTER AND EARLIER ESTABLISHMENT. (THE EXISTENCE OF SATISFACTORY PERMANENT VEGETATION AT THE TIME OF THE PROJECT OR UNIT COMPLETION SHALL BE DEEMED AS COMPLIANCE WITH THE MULCHING REQUIREMENT.)

A. MULCH MATERIALS SHOULD BE UNROTTED SMALL GRAIN STRAW, HAY FREE OF SEEDS, OR SALT HAY TO BE APPLIED AT THE RATE OF 1-1/2 TONS PER ACRE (75 LBS. PER 1,000 SQ. FT.), EXCEPT THAT WHERE A CRUMPER IS USED INSTEAD OF A LIQUID MULCH-BINDER (TACKIFYING OR ADHESIVE AGENT), THE RATE OF APPLICATION MUST BE DOUBLE THE LOWER RATE. MULCH CHOPPER-BLOWERS MUST NOT GRIND THE MATERIAL.

B. SPREAD UNIFORMLY BY HAND OR MECHANICALLY SO THAT APPROXIMATELY 75% TO 95% OF THE SOIL SURFACE WILL BE COVERED. FOR UNIFORM DISTRIBUTION OF LIQUID-SPRAYED MULCH, DIVIDE AREA INTO APPROXIMATELY 1,000 SQ. FT. SECTIONS AND DISTRIBUTE 70 TO 90 POUNDS WITHIN EACH SECTION.

C. MULCH ANCHORING SHOULD BE ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT TO MINIMIZE LOSS BY WIND OR WATER. THIS MAY BE DONE BY ONE OF THE FOLLOWING METHODS, DEPENDING UPON THE SIZE OF THE AREA, STEEPNESS OF SLOPES, AND COSTS.

1. PEG AND TWINE - DRIVE 8 TO 10 INCH WOODEN PEGS TO WITHIN 2 TO 3 INCHES OF THE SOIL SURFACE EVERY 4 FEET IN ALL DIRECTIONS. STAKES MAY BE DRIVEN BEFORE OR AFTER APPLYING MULCH. SECURE MULCH TO SOIL SURFACE BY STRETCHING TWINE BETWEEN PEGS IN A CRIS-CROSS AND OR PLASTIC PATTERN. SECURE TWINE AROUND EACH PEG WITH TWO OR MORE ROUND TURNS.
2. MULCH NETTINGS - STAPLE PAPER, JUTE, COTTON, OR A PLASTIC NETTINGS TO THE SOIL SURFACE. USE A DEGRADABLE NETTING IN AREAS TO BE MOWED.
3. CRUMPER (MULCH ANCHORING TOOL) - A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A DISCHARROW, ESPECIALLY DESIGNED TO PUSH OR CUT SOME OF THE BROADCAST LONG FIBER MULCH 3 TO 4 INCHES INTO THE SOIL SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE ON THE CONTOUR OF SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.
4. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY, OR STRAW MULCHES.
  - A. APPLICATIONS SHOULD BE HEAVIER AT EDGES WHERE WIND CATCHES THE MULCH, IN VALLEYS, AND AT CRESTS OF BANKS. REMAINDER OF AREA SHOULD BE UNIFORM IN APPEARANCE.
  - B. USE ONE OF THE FOLLOWING:
    1. EMULSIFIED ASPHALT - (SS-1, CSS-1, CMS-2, MS-2, RS-1, RS-2, CRS-1, AND CRS-2). APPLY 0.04 GAL./SQ. YD. OR 194 GAL./ACRE ON FLAT SLOPES LESS THAN 8 FEET HIGH. ON SLOPES 8 FEET OR MORE HIGH, USE 0.075 GAL./SQ. YD. OR 363 GAL./ACRE.
    2. OUTBACK ASPHALT - RAPID CURING (RC-70, RC-250, AND RC-800) OR MEDIUM CURING (MC-250 OR MC-800). APPLY 0.04 GAL./SQ. YD. OR 194 GAL./ACRE ON FLAT AREAS AND ON SLOPES LESS THAN 8 FEET HIGH. ON SLOPES 8 FEET OR MORE HIGH, USE 0.075 GAL./SQ. YD. OR 363 GAL./ACRE.
    3. SYNTHETIC OR ORGANIC BINDERS - BINDERS SUCH AS CURASOL, DCA-70, PETRO-SET, AND TERRA-TACK MAY BE USED AT RATES RECOMMENDED BY THE MANUFACTURER TO ANCHOR MULCH MATERIALS.
  - C. WOOD-FIBER OR PAPER-FIBER MULCH AT THE RATE OF 1,500 POUNDS PER ACRE MAY BE APPLIED BY A HYDROSEEDER. USE IS LIMITED TO FLATTER SLOPES AND DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL.
- V. IRRIGATION (WHERE FEASIBLE)
 

IF SOIL MOISTURE IS DEFICIENT, AND MULCH IS NOT USED, SUPPLY NEW SEEDLINGS WITH ADEQUATE WATER (A MINIMUM OF 1/2 INCH TWICE A DAY UNTIL VEGETATION IS WELL ESTABLISHED). THIS IS ESPECIALLY TRUE WHEN SEEDLINGS ARE MADE IN ABNORMALLY DRY OR HOT WEATHER OR DROUGHTY SITES.

- A. SPRING SEEDINGS WILL REQUIRE AN APPLICATION OF FERTILIZER SUCH AS 10-10-10 OR EQUIVALENT AT 400 POUNDS PER ACRE OR 10 POUNDS PER 1,000 SQ. FT. BETWEEN SEPTEMBER 1 AND OCTOBER 15.
  - B. FALL SEEDINGS WILL REQUIRE THE ABOVE BETWEEN MARCH AND MAY 1.
  - C. MIXTURES DOMINATED BY WEEPING LOVEGRASS OR LEGUMES MAY NOT NEED TOPDRESSING.
  - D. BERMUDAGRASS SHOULD BE TOPDRESSED BEFORE AUGUST 15.
- \*F SLOW RELEASE NITROGEN (300 POUNDS 38-0-0 PER ACRE OR EQUIVALENT) IS USED IN ADDITION TO SUGGESTED FERTILIZER, THIS FOLLOW-UP OF TOPDRESSING IS NOT MANDATORY.

NOTE: SOILS HAVING A PH OF 4 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM OF 12 INCHES OF SOIL HAVING A PH OF 5 OR MORE BEFORE SEEDBED PREPARATION. THE ADDED SOIL SHALL BE LIMED AS ABOVE.

SEQUENCE OF CONSTRUCTION

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE, SILT FENCE, SOIL EROSION AND SEDIMENT CONTROL MEASURES, ESTABLISH STAGING AND STOCKPILE AREAS.
2. INSTALL EROSION CONTROL MEASURES TO THE WORK AREA AS REQUIRED FOR CONSTRUCTION.
3. INSTALL TEMPORARY AND/OR PERMANENT SEEDING AS REQUIRED ALONG AREAS DISTURBED BY CONSTRUCTION.
4. PROCEED WITH PROJECT AND REMOVE TREES.
5. UPON COMPLETION OF SEDIMENT REMOVAL, REMOVE SOIL EROSION AND SEDIMENT CONTROL MEASURES, AND RESTORE STAGING AND STOCKPILE AREAS.
6. DURATION OF THE PROJECT CONSTRUCTION WILL BE APPROXIMATELY 2 MONTHS.

NOTES FOR SOIL EROSION AND SEDIMENT CONTROL:

1. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED, AND MAINTAINED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL," (LATEST REVISION), PREPARED BY THE NEW JERSEY STATE SOIL CONSERVATION COMMITTEE. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED. AFTER RESTORATION IS COMPLETE, TEMPORARY CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF PROPERLY.
2. ALL SOIL TO BE STOCKPILED FOR A PERIOD OF GREATER THAN 30 DAYS WILL BE TEMPORARILY SEEDED AND HAY MULCHED, (OR HYDROSEEDED).
3. DISTURBED AREAS THAT WILL BE EXPOSED IN EXCESS OF 14 DAYS SHALL BE TEMPORARILY SEEDED AND/OR MULCHED UNTIL PROPER WEATHER CONDITIONS EXIST FOR ESTABLISHMENT OF A PERMANENT VEGETATIVE COVER EXCEPT IN AREAS WHERE FINAL RESTORATION IS EXPECTED TO BE COMPLETED WITHIN SEVEN DAYS AFTER THE COMPLETION OF CONSTRUCTION, IN WHICH CASE NO TEMPORARY PROTECTIVE MEASURES WILL BE REQUIRED. IF FINAL RESTORATION IS EXPECTED TO BEGIN MORE THAN SEVEN DAYS AND CONSTRUCTION IS NOT COMPLETED MORE THAN 30 DAYS AFTER THE START OF CONSTRUCTION, SEEDING SHALL BE REQUIRED FOR TEMPORARY PROTECTION, EXCEPT WHERE SEASONAL CONDITIONS ARE NOT SUITABLE FOR GROWING VEGETATION. IN THIS CASE, MULCH WILL BE APPLIED UNTIL CONDITIONS ARE SUITABLE FOR ESTABLISHING VEGETATIVE COVER OR UNTIL FINAL RESTORATION IS IMPLEMENTED.
4. SEEDING DATES: THE FOLLOWING ARE RECOMMENDED SEEDING DATES FOR THE ESTABLISHMENT OF TEMPORARY OR PERMANENT VEGETATION.
 

SPRING: (MARCH 15 - MAY 30)

FALL: (AUGUST 15 - OCTOBER 15)
5. SEDIMENT FENCES ARE TO REMAIN IN PLACE AND MAINTAINED PROPERLY UNTIL PERMANENT VEGETATIVE COVER HAS BEEN ESTABLISHED.
6. ALL STORM DRAINAGE INLETS SHALL BE PROTECTED WITH GRAVEL FILTERS, FABRIC FILTER OR HAY BALES UNTIL VEGETATION AND/OR PAVING IS ESTABLISHED.
7. MULCH MATERIALS SHALL BE UNROTTED SALT HAY OR SMALL GRAIN STRAW AT THE RATE OF AT LEAST 1.5 TONS PER ACRE, OR 75 POUNDS PER 1,000 SQUARE FEET. IN NO CASE SHALL MORE THAN FIVE DAYS ELAPSE BETWEEN MULCHING OR BY HYDROSEEDING AS PER THE MANUFACTURERS SPECIFICATIONS.
8. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
9. ALL SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSPECTED AND MAINTAINED PERIODICALLY.
10. ALL STORM DRAINAGE OUTLET POINTS WILL BE PROTECTED AS REQUIRED BEFORE THEY BECOME OPERATIONAL.
11. THE CONTRACTOR MUST OBTAIN A DISTRICT ISSUED "REPORT OF COMPLIANCE" PRIOR TO APPLYING FOR THE MUNICIPAL CERTIFICATE OF OCCUPANCY. PLEASE GIVE THE DISTRICT ONE WEEK NOTICE TO SCHEDULE THIS INSPECTION.
12. A BOND WILL BE ACCEPTED BY THE DISTRICT TO ISSUE A TEMPORARY REPORT OF COMPLIANCE WHEN SNOW COVER PROHIBITS THE PROPER SEED, MULCH OR HYDROSEED APPLICATION.
13. ALL PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT USE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS RUNOFF IS DIRECTED TO A PROPER SEDIMENT BASIN.
14. ALL SURFACES SHALL BE TREATED WITH 6" OF TOPSOIL PRIOR TO SEEDING.
15. ALL PLAN REVISIONS MUST BE SUBMITTED WITH EXTENDED TO THE DISTRICT FOR THE PROPER REVIEW.
16. A CRUSHED STONE WHEEL CLEANING "TRACKING PAD" IS TO BE INSTALLED AT ALL SITE EXITS USING 2 1/2 INCH STONE, TO A LENGTH OF AT LEAST 50 FEET. ALL DRIVEWAYS MUST EXHIBIT THIS ITEM IN THE DRIVE DURING CONSTRUCTION.
17. MAXIMUM SIDE SLOPES SHALL NOT EXCEED 2:1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
18. ALL DEWATERING OPERATIONS SHALL DISCHARGE INTO AN APPROVED SEDIMENT BASIN.
19. THE SOMERSET-UNION SOIL CONSERVATION DISTRICT MUST BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THE PROJECT OR FOR THE SALE OF ANY BUILDING LOTS, NEW OWNER NAME(S), ADDRESS, AND PHONE NUMBER SHALL BE PROVIDED TO THE DISTRICT.
20. FINAL RESTORATION SHALL BE UNDERTAKEN AS SOON AS AN AREA IS NO LONGER NEEDED FOR CONSTRUCTION, STOCKPILING, OR ACCESS.
21. ALL EXCAVATED MATERIAL SHALL BE STOCKPILED WITHIN THE STOCKPILE AREA FOR DEWATERING PRIOR TO BEING REGRADED ON SITE.
22. WRITTEN NOTIFICATION SHALL BE PROVIDED TO THE SOMERSET-UNION SOIL DISTRICT 48 HRS. PRIOR TO THE START OF ANY LAND DISTURBANCE.
23. ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH REQUIREMENTS OF N.J.A.C. 7:22-10.11(C).

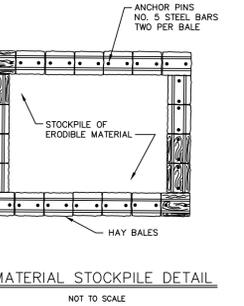
**NOTE:**  
SOMERSET-UNION SOIL CONSERVATION DISTRICT MUST BE NOTIFIED IN WRITING PRIOR TO ANY DISTURBANCE

TABLE 3.2-1

SOILS & SITES	SEED MIXTURE 1/	MINIMUM SEEDING RATES 2/ (lb./acre)	OPTIMUM SEEDING DATES			
			Based on Plant Hardiness Zone 3/			
			ZONE 5	ZONE 6	ZONE 7	
A. Well to Excessively Well Drained	Normal Seeding Depth is from 1 1/2 to 2 inches except A-5, A-4, A-7	Per 1,000 Sq. Ft.	Per 1,000 Sq. Ft.			
1. Unmowed areas, e.g., (aerially applied) rights of way, wildlife areas	Weeping lovegrass Sericea lespedeza	20 0.5				3/1-8/1
2. Unmowed, coarse textured soils, wildlife areas; mow good forage	Switchgrass	25 0.6	3/1-7/1	4/1-6/1		4/1-6/1
3. Unmowed areas	Weeping lovegrass 1/2"-1", Crownvetch	3 0.1				3/1-8/1
4. Best for coarse textured soils; suppresses woody growth; unimproved areas	Weeping lovegrass 1/2"-1", Flattop	5 0.1				3/1-8/1
5. Unmowed areas, e.g., road banks, gravel pits, etc.	Perennial ryegrass Crownvetch Spreading fescue	25 0.6	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		2/15-5/1 8/15-10/15
6. Landfills, coarse textured soils; unimproved areas	Hard fescue/or Sheep fescue Perennial ryegrass	45 1.0	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		2/15-5/1 8/15-10/15
7. Mowed areas, e.g., lawns, recreation areas	12 Bushel Kentucky bluegrass Zoisylagrass	20 0.4				5/1-7/15
8. Moderately to Well Drained	Mixtures A-1 through A-7 and the following:					
1. Low maintenance areas, detention basins, diversion (due to open shade)	Tall fescue Spreading fescue Kentucky bluegrass	30 0.7	3/15-5/15 8/1-9/1	3/15-5/15 8/15-10/1		2/15-5/1 8/15-10/15
2. Unmowed areas (aesthetically not important)	Tall fescue Sericea lespedeza	25 0.6	3/15-6/1	3/15-5/15		2/15-5/1 8/15-10/15
3. Low maintenance areas, occasional mowing only	Tall fescue Birdfoot trefoil	45 1.0	3/15-6/1	3/15-5/15		
4. Mowed areas, e.g., municipal areas, lawns, etc. (sun and shade)	Spreading fescue Red fescue Kentucky bluegrass Perennial ryegrass	15 0.3	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		2/15-5/1 8/15-10/15 (shade and cool sites only)
5. Mowed areas, e.g., lawns (sunny sites) (high maintenance, aesthetic areas)	Kentucky bluegrass Fines Cultivar blend Hard fescue Perennial ryegrass	60 1.4	3/15-6/1	3/15-5/15		
6. Poorly to Somewhat Poorly Drained	Mixtures B-1, B-3, B-4 and B-5 and the following:					
1. Mowed and unmowed sunny and areas, e.g., golf links, waterways	Road caryagrass Ryegrass Perennial ryegrass	20 0.4	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		1/15-5/1 8/15-10/15 (the area that road caryagrass seed is from one seed crop)

SOILS AND SEED MIXTURES

- 40% PERENNIAL RYE GRASS
- 30% CREEPING RED FESCUE
- 20% KENTUCKY BLUE GRASS
- 10% ALAIRE PERENNIAL RYE GRASS



MATERIAL STOCKPILE DETAIL

TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

**Definition**  
Establishment of Temporary vegetative cover on soils exposed for periods of two to 12 months.

**Purpose**  
To temporarily stabilize the soil and reduce damage from wind and water erosion until permanent stabilization is accomplished.

**Where Applicable**  
On exposed soils that have the potential for causing off-site environmental damage.

**Methods and Materials**

**I. Site Preparation**

A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standards for Land Grading, P. 4.11.

B. Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins, and waterways. See Standards 4.2 through 4.16.

**II. Seeding Preparation**

A. Apply limestone and fertilizer according to soil test recommendations such as those offered by Rutgers University Soil Testing Laboratory. Soil sample majors are available from the local Cooperative Extension Service office. If soil testing is not feasible on small or variable sites, or where testing is critical, fertilizer may be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10-20-10 or equivalent. If seed is drilled over banded fertilizer, the rate of fertilizer is reduced 50 percent. Apply limestone (equivalent to 50 percent calcite plus magnesia oxides) as follows:

SOIL TEXTURE	TONS/ACRE	LBS./1,000 SQ. FT.
Clay, clay loam, and high organic soil	3	150
Sandy loam, loam, silt loam	2	90
Loamy sand, sand	1	45

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick-Trenton line.

B. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, springtooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform seedbed is prepared.

C. Inspect seedbed just before seeding. If traffic has left the soil compacted, the area must be retilled as above.

D. Soils high on sulfides or having a pH of 4 or less should be checked only. See Standards for Stabilization with Mulch Only, p. 5.3.1.

**III. Seeding**

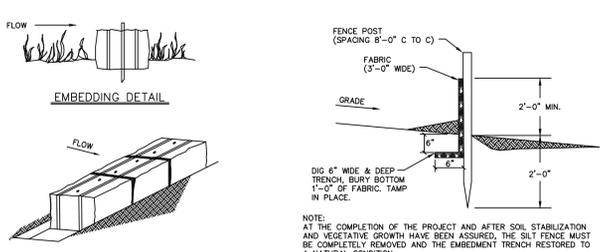
A. Select seed from recommendations in Table 3.1-1.

TABLE 3.1-1 TEMPORARY SEEDING RATES AND DATES

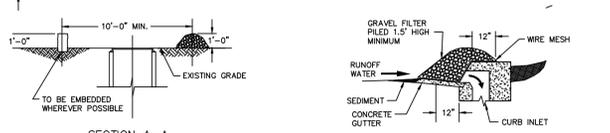
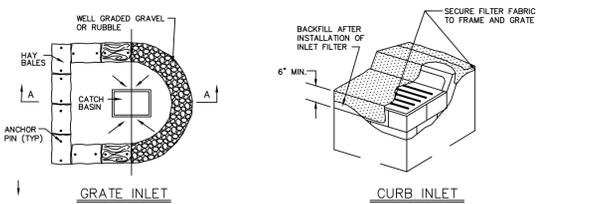
SPECIES	SEEDING RATES 1/ (lb./1,000 sq. ft.)	OPTIMUM SEEDING DATE 2/			SEED DEPTH 3/ (inches)
		ZONE 5	ZONE 6	ZONE 7	
Annual ryegrass	40 1.0	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		0.5
Perennial ryegrass	40 1.0	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		0.5
Oats	65 2.0	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		1.0
Barley	96 2.2	3/15-6/1 8/1-9/15	3/15-5/15 8/15-10/1		1.0
Pearl millet	20 0.5	6/1-7/1	5/15-7/15		1.0
Subgrass	30 0.7	6/1-7/1	5/15-7/15		1.0
Millet (German or Hungarian)	30 0.7	6/1-7/1	5/15-7/15		1.0
Weeping lovegrass	5 0.2	6/1-7/1	5/15-7/15		0.25

- 1/ May be planted throughout summer if soil moisture is adequate or can be irrigated
  - 2/ Twice the depth for sandy soils
  - 3/ Plant Hardiness Zone (see map, p. 3.2.6)
- Zone 5 - Portions of Sussex and Warren Counties
- Zone 6 - Portions of Bergen, Camden, Essex and Gloucester, all of Hunterdon, portions of Mercer and Middlesex, all of Morris and Passaic, portions of Somerset, Sussex, Union and Warren Counties
- Zone 7 - Atlantic, portion of Bergen, all of Burlington, Cape May and Cumberland, portions of Essex and Gloucester, all of Hudson, portion of Middlesex, all of Monmouth, Ocean and Salem and portion of Union County
- B. Apply seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill, cultipacker seeder, or hydroseeder. The latter may be justifiable for large, steep areas where conventional vehicles cannot travel. Mulch shall not be included in the tank with the seed. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil, to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse textured soils.
- C. After seeding, firing the soil with a corrugated roller will assure good seed-to-soil contact, restore capillarity, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

**NOTES:**  
THE TABLES 3.1-1 AND 3.2-1 WERE DIRECTLY TAKEN FROM SOIL EROSION & SEDIMENT CONTROL STANDARDS FOR NEW JERSEY

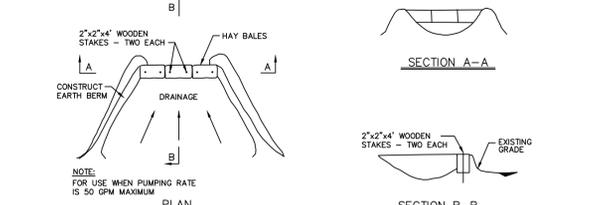


STRAW BALE SILT FILTER DETAILS

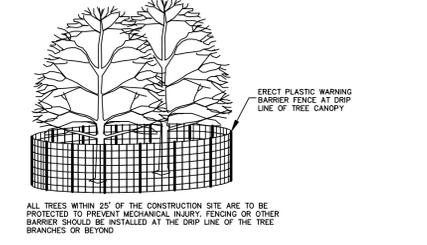


1. CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
2. CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.

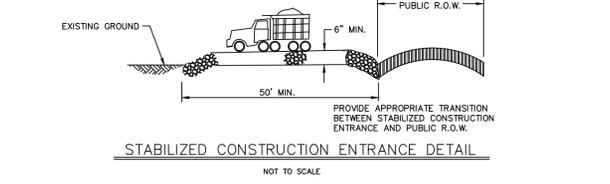
CATCH BASIN FILTER DETAIL



SEDIMENT TRAP DETAIL FOR TRENCH DEWATERING OPERATIONS



TREE PROTECTION



STABILIZED CONSTRUCTION ENTRANCE DETAIL

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	Client 412 Mount Kemble Avenue Suite G22 Morristown NJ 07960 T +1 (908)-730-6000 F +1 (973)-267-2890 www.mottmacamericas.com	COUNTY OF UNION TOWNSHIP OF CRANFORD UNION COUNTY, NEW JERSEY				KEVIN K. NOLLSTADT PROFESSIONAL ENGINEER LIC. NO. 24GE04519700 Date 11/10/2020		Designed	KKN	Eng check	JKR	Title REHABILITATION OF KENILWORTH BOULEVARD DAM SESC NOTES & DETAILS
		Certificate No. 24GA28016600	2 11/10/2020 EV REVISED PER UNION COUNTY JKR KKN 1 6/10/2020 EV REVISED PER NUJEP DAM SAFETY JKR KKN ORIG 8/1/2019 OM ORIGINAL DRAWINGS JKR KKN Rev Date Drawn Description Ch'K'd App'd	Project Number 382300	B/O	7	Total	7	Drawing Number 7	Drawn OM Dwg check JKR Scale NTS Status N/A Rev 0 Security		