

## COUNTY OF UNION

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

DATE:

April 28, 2023

BOARD OF COUNTY COMMISSIONERS FROM:

Ricardo S. Matias, PE, CME, CFM

County Engineer

SERGIO GRANADOS

TO:

All Potential Bidders

KIMBERLY PALMIERI-MOUDED

Vice-Chairwoman

JAMES E. BAKER, JR.

JOSEPH C. BODEK

Cedar Brook Tennis Courts Improvement,

Cedar Brook Park, City of Plainfield,

DR. ANGELA R. GARRETSON

BETTE JANE KOWALSKI

LOURDES M. LEON

ALEXANDER MIRABELLA

REBECCA WILLIAMS

EDWARD T. OATMAN

County Manager

AMY CRISP WAGNER Deputy County Manager

BRUCE H. BERGEN, ESO.

County Counsel

JAMES E. PELLETTIERE

Clerk of the Board

RICARDO S. MATIAS PE, CME, CFM

County Engineer Director, Division of Engineering RE:

**CLARIFICATION 1** 

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

County of Union, New Jersey

BA# 14-2023; Union County Engineering Project# 2022-006

Question 1: We respectfully submit for your consideration a request to approve products as an accepted substitute on Cedar Brook Tennis Courts Improvement, Cedar Brook Park, City of Plainfield. Please find links below for the following

supporting documentation:

Summary: Substitution Request - Cedar Brook Tennis Courts Improvement,

Cedar Brook Park, City of Plainfie.pdf

Supporting documents: DecoColor

1. DecoColor

CSS Wipe-Out Stain Blocker 4203 sell sheet 2. 3.

DecoColor MP Classic DecoColor-MP-Classic spec 4.

5. DecoColor on Concrete 6. DecoColor on Asphalt

7. DecoTurf ColorCard Supporting documents: Plexipave

1. Plexipave Three (3) Year Warranty

2. Plexipave CSI Spec

3. CSS Wipe-Out Stain Blocker 4203 sell sheet 4. Plexipave For Concrete

Plexipave For Asphalt 5.

ITF Recognition Elite Silver California Sports Surfaces 2017 (1) 6.

7. Plexipave Color Card

8. CSS Ultra Performance brochure Plexipave (1)

9. Plexipave

Please let me know what questions I can answer for you, if any.

Response 1: The County offers no approval as all substitutions will be evaluated during the shop drawing process. The plans should be bid as is.

DIVISION OF ENGINEERING

#### **SPECIFICATIONS**

FOR

Cedar Brook Tennis Courts Improvement,

Cedar Brook Park, City of Plainfield,

County of Union, New Jersey

BA#14-2023; UNION COUNTY ENGINEERING PROJECT #2022-006

April 2023

## UNION COUNTY BOARD OF COUNTY COMMISSIONERS

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Kimberly Palmieri-Mouded, Vice Chair
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James E. Pellettiere, RMC

#### **COUNTY MANAGER**

Edward T. Oatman

## DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES MANAGEMENT

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

## COUNTY ENGINEER DIVISION OF ENGINEERING

Ricardo Matias, PE, CME, CFM

#### Prepared by:

Colliers Engineering and Design

Revised: 2020.02.19

### 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 May 9, 2023 at 10:30 a.m., prevailing time, in the 3<sup>rd</sup> Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

Cedar Brook Tennis Courts Improvement,
Cedar Brook Park, City of Plainfield,
County of Union, New Jersey
BA# 14-2023; UNION COUNTY ENGINEERING PROJECT #2022-006

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

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

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

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

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

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

NB-1

Revised: 2019.04.02

## Cedar Brook Tennis Courts Improvement, Cedar Brook Park, City of Plainfield, County of Union, New Jersey BA#14-2023; UNION COUNTY ENGINEERING PROJECT #2022-006

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**Bidding Documents** 

Bid Form

Consent of Surety

Bidder Signature Page

**Bidder Disclosure Statement** 

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Subcontractor Identification Certification

Acknowledgement of Addendum

Contractor Business Registration Certificate

Affirmative Action Requirement

**Experience Statement** 

Certificate of Bidder Showing Ability to Perform Contract

Non-Collusion Affidavit

Contractor Registration Advisement

Americans with Disabilities Act

Statement of Bidder's Qualifications

Contractor Performance Record

Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders

Prior Negative Experience Questionnaire-Certification

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TOC-2 Revised: 2022.01.12

## UNION COUNTY BOARD OF COUNTY COMMISSIONERS INSTRUCTIONS TO BIDDERS AND FORMS

#### **DEFINITIONS**

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

#### **OWNER/COUNTY:**

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

#### **ADDRESS INQUIRIES TO:**

Union County Division of Purchasing UC Administration Building, 3<sup>rd</sup> Floor 10 Elizabethtown Plaza Elizabeth, NJ 07207

Elizabetti, NJ 07207

Attn: Michelle Hagopian, Assistant Director, Division of Purchasing

Telephone: 908-527-4130 Facsimile: 908-558-2548

ucbids@ucnj.org

#### ADDRESS BIDS AND SUBMIT TO:

Union County Division of Purchasing UC Administration Building, 3<sup>rd</sup> Floor 10 Elizabethtown Plaza Elizabeth, NJ 07207

Attn: Michelle Hagopian, Assistant Director, Division of Purchasing

Telephone: 908-527-4130 Facsimile: 908-558-2548

ucbids@ucnj.org

TITLE OF PROJECT: Cedar Brook Tennis Courts Improvement, Cedar Brook Park,

City of Plainfield, County of Union, New Jersey

BA#14-2023; UNION COUNTY ENGINEERING PROJECT #2022-006

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

**ENGINEER:** Colliers Engineering & Design

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

**COUNTY ENGINEER:** 

Ricardo S. Matias, PE, CME, CFM Union County, Division of Engineering

#### **GENERAL SPECIFICATIONS**

G-1

Revised: 2022.01.03

#### 1. BID FORM

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

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

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

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

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

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

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

Refer to Bid Document Submission Checklist for all required documents.

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

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

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

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

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

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

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

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

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

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Michele Hagopian, Assistant Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal

request shall be effective as of the postmark of the certified or registered mailing, Michele Hagopian, Assistant Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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

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

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

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

#### 4. INTERPRETATIONS AND ADDENDA

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

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

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

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

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

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

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

#### 6. BID AND PERFORMANCE GUARANTEE

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

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

G-5 Revised: 2022.01.03 A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 15 of the General Specifications. Bonds will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

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

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

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

#### 7. COMMENCEMENT AND COMPLETION

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

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

#### 8. BIDDER AFFIDAVIT

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

#### 9. LABOR AND MATERIALS

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

#### 10. INSURANCE REQUIREMENTS

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

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

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

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

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

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

#### 11. INDEMNIFICATION REQUIREMENTS

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

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

#### 12. ROYALTIES AND PATENTS

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

#### 13. PLANS AND SPECIFICATIONS

G-8 Revised: 2022.01.03 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

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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).

G-13 Revised: 2022.01.03 In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted by the Union County Board of County Commissioners on May 8, 2014. The resolution is furnished in Section 56 of these General Specifications.

#### UNION LABOR IS PREFERRED ON ALL COUNTY WORK

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

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

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

#### 21. BRAND NAME OR EQUAL

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

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
  - 1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment;

G-14 Revised: 2022.01.03 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:
  - 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;
  - 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

G-15 Revised: 2022.01.03 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.

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#### 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

G-18 Revised: 2022.01.03 Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

#### 36. CHANGE ORDERS

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

#### 37. SUPPLEMENTAL WORK

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

#### 38. FORM OF CONTRACT

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

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

#### 39. PROGRESS PAYMENTS

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

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

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by

G-19 Revised: 2022.01.03 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

G-20 Revised: 2022.01.03 until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

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

#### 42. LIQUIDATED DAMAGES

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

#### 43. AFFIRMATIVE ACTION REQUIREMENTS

(REVISED 01/2022)

#### **EXHIBIT B**

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

#### **CONSTRUCTION CONTRACTS**

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

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

G-21 Revised: 2022.01.03 employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
  - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contactor or subcontractor shall interview the referred minority or women worker.

- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission,

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

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

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

## 44. PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities

G-25 Revised: 2022.01.03 engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").

## 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.

G-26 Revised: 2022.01.03 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.;
- Date and method of shipment;
- 7. That the material is in conformity with the pertinent specifications stated in the certificate: and
- 8. Signature of a person having legal authority to bind the supplier.

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

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

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

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

#### 48. PRECONSTRUCTION

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

#### 49. DISPUTES UNDER THE CONTRACT

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

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

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

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

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

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

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the

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

During the course of contract performance:

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

http://www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

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

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

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

Bidder shall comply with the requirements of N.J.S.A. 40A:11-18 and use only

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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-

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#### 56. RESOLUTION NO. 2014-408

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

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

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

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

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

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

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

WHEREAS, Union County has long recognized the value of apprenticeship programs through its support of the Union County Vocational-Technical Schools, which offer training programs to help ensure that Union County will continue to produce a skilled and educated work force in the trade specialties, and thus, strengthen Union County's economy by fostering the development of highly paid trade and craft careers; and

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

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

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

- 1. The County of Union shall require compliance with the provisions of this Resolution by business entities seeking to provide services to the County of Union as specified herein. The requirements of this Resolution are intended to supplement, not replace, existing contractor qualifications and performance standards or criteria currently required by law, public policy or contracting documents, including but not limited to Union County's DPMC classification and Project Labor Agreement policies
- 2. All contractors and subcontractors that perform significant work on any public facility or public works project, including construction, alteration, renovation, repair, service, or maintenance work, shall meet the requirements of this Resolution. For purposes of this Resolution, the term "significant work" shall be defined as any work or activity covered under the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
- 3. All firms engaged in contracts covered by this Resolution shall be qualified responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to

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have a satisfactory past performance record and a satisfactory record of legal compliance, integrity and business ethics. Compliance with these standards shall be established by compliance with the requirements set forth in paragraph 8 of this Resolution.

- 4. As a condition of performing work on public works contracts over the public works threshold, the general contractor shall provide certification that he and each subcontractor working on the project shall have at least one (I) employee who has successfully completed the OSHA 10-hour construction safety and health course. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, the general contractor shall provide certification that each subcontractor working on the project shall have at least one (1) employee who has successfully completed the OSHA 30-hour construction safety and health course.
- All contractors and subcontractors that perform significant work on any public facility or public works project shall be required to affirmatively provide evidence of and confirm compliance with proof of participation in an Apprenticeship Program currently registered and approved by the United States Department of Labor ("USDOL"), the New Jersey Department of Labor ("NJDOL") or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs. Additionally, Apprenticeship Programs shall meet the criteria set forth in Section 8(i) of this Resolution.
- 6. As a condition of performing work on public works contracts subject to this Resolution, a general contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for contract.
- 7. The Contractor Responsibility Certification shall be completed on a form provided by the Union County Purchasing Department and shall reference the project for which a bid is being submitted by name and contract or project number.
- 8. In the Contractor Responsibility Certification, general contractors and subcontractors shall certify the following facts regarding their past performance and work history and its current qualifications and performance capabilities:
  - The firm has all valid, effective licenses, registrations or a. certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, certificates

- required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.
- b. The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment requirements.
- c. The firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.
- d. The firm has not defaulted on any project in the past three (3) years.
- e. The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years.
- f. The firm has not been cited and found guilty for a willful violation of federal or state safety laws in the past three (3) years.
- g. The firm and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.
- h. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.
- i. The firm participates in an Apprenticeship Program that is currently registered with the USDOL, the NJDOL or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs, for each craft or trade in which it apprentices. The firm shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this Certification. The firm shall continue to participate in applicable apprenticeship programs for the full duration of the contract work. The apprenticeship program in which the firm participates shall have graduated at least one (1) enrollee

in each of the past three (3) years.

- 9. The County of Union may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of legal compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the County of Union may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.
- 10. If any provision of this Resolution shall be held to be invalid or unenforceable by a court of competent jurisdiction, any such holding shall not invalidate any other provisions of this Resolution and all remaining provisions shall remain in full force and effect.

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

## **57. FEDERAL TERMS**

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

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

1. <u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA</u> FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

# 3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

## 4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules. regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that

such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

## 6. COPELAND ANTI-KICKBACK ACT

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

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

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

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

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

#### Clean Air Act

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

## Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and security purposes, video surveillance national and produced telecommunications equipment Hytera bν Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

# 13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

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

#### 14. TERMINATION FOR CONVENIENCE PROVISION

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

## 15. BONDING REQUIREMENTS

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

G-45 Revised: 2022.01.03

# 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 CODATE COMPLETED:	OMPLETE THIS FORM AND INITIAL EACH ENTRY.
PLEASE SUBMIT BID DOC AND BID BOND DOCUMEN	UMENTS ON SINGLE SIDED PAPER ONLY, WITH THE EXCEPTION OF THE SURETY TS.
IN ACCORDANCE WITH TH THE FOLLOWING FORMS:	E BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED / EXECUTED AND INCLUDED
Bid Form Page (Signe	ed, Dated and Bid on all alternatives applicable to the Work).
	e: amount equal to 10% of the total amount of this bid not to exceed \$20,000.00; or or cashier's check in the amount of 10% of this bid not to exceed \$20,000.00
If your bid is accepted Labor and Materials B The County of Union I will expedite the bid re need to use another for	In signed by a Surety Company if the total amount of your Bid is over \$36,000.00.  If, the Surety Company that provided the Consent shall be required to furnish a Performance, and in the amount of 100% of the award of the contract.  In as provided its Consent of Surety form for your use. The use of this form by your Surety Company eview process and eliminate the possibility of having your bid rejected. If, however, you should form, please use language similar to that used on the Union County form and avoid making any to the Union County form language. In lieu of the Consent of Surety you may submit a Certified unt of the bid.
STATEMENT OF BID following documents:	DER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes <b>BOTH</b> of the
<ul><li>Bidder Signature</li><li>Bidder Disclosure</li></ul>	Page Statement (Fill out 2 pages completely)
SUBCONTRACTOR I following documents:	DENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes <b>BOTH</b> of the
	entification Statement: List of Subcontractors (only for certain types of work) entification Certification
Acknowledgement of added to the specific	Addendum form: (This form is to be used only when an addendum has been cations).
Registration Certific	New Jersey Department of the Treasury, Division of Revenue, <b>Business</b> ate ("BRC") may be included with the bids to expedite the contract process because the bidder is a County of Union with its proof of business registration and that of any named subcontractor(s) or authorization.
Registration Certification Construction bid may the contract process. bidder, who in turn, st	New Jersey Department of the Treasury, Division of Revenue, <b>Business ate ("BRC")</b> of all named or listed subcontractors (List of Subcontractors) in a  be included with the bid as the BRC(s) for each named or listed subcontractors in order to expedite  Subcontractors named in a bid or other proposal shall provide proof of business registration to the  nall provide it to the County of Union prior to the time a contract, purchase order, or other  is awarded or authorized.

Affirmative Action Requirement	
Experience Statement	
Certificate of Bidder showing ability to perfor	m Contract
Non-Collusion Affidavit – Fill out completely	and notarize
Certificates from New Jersey Department of Registration Act. (Only for certain types of	Labor and Workforce Development – Public Works Contractor f work)
Federal Attachments (If applicable)	
NJDPMC Certificate / Notice of Classification	ı (If applicable)
Americans with Disabilities Act	
Statement of Bidder's Qualifications	
Contractor Performance Record	
Affidavit Regarding List of Debarred, Susper	nded or Disqualified Bidders
Prior Negative Experience Questionnaire	
Contractor's Certification of Compliance – N	ew Jersey Prevailing Wage Act
Uncompleted Contracts Affidavit (For Bidde	r, if applicable) MUST ALSO PROVIDE DPMC FORM 701
Certificate of Insurance Statement	
Collection of Use Tax on Sales to Local Gov	ernment Statement
Time of Completion	
Prohibited Russia-Belarus Activities & Iran II	nvestment Activities Certification
Federal Non-Debarment Certification	
BYRD Anti-Lobbying Amendment Certification	n
Certification regarding Lobbying	
Disclosure of Lobbying Activities (LLL Form)	
I HAVE TAKEN THE FOLLOWING ACTIONS	d:
Visited the site and attended the Pre-Bid Me	eting (Where applicable)
	g any permits the County or its professionals may have onditions and Laws and Regulations that in any manner may shing of Work.
Reviewed Bond Requirements	
Provided Proof of Compliance with New Jers	sey Prevailing Wage Act
Reviewed Form of Owner/Contractor Agreer	ment and General Conditions to the Contract

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO THE DIVISION OF PURCHASING AT  $\underline{ucbids@ucnj.org.}$ 

# **BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

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

## **BID FORM**

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

# Cedar Brook Tennis Courts Improvement, Cedar Brook Park, City of Plainfield, County of Union, New Jersey BA# 14-2023; UNION COUNTY ENGINEERING PROJECT #2022-006

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

## **BASE BID ITEMS:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	CLEARING SITE	LS	1		
3	SOIL EROSION AND SEDIMENT CONTROL MEASURES	LS	1		
4	FUEL PRICE ADJUSTMENT	ALLOW	1	\$1,000.00	\$1,000.00
5	ASPHALT PRICE ADJUSTMENT	ALLOW	1	\$1,000.00	\$1,000.00
6	EXCAVATION UNCLASSIFIED	CY	126		
7	HMA MILLING, 3" MILLING	SY	5,661		
8	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	SY	845		
9	HOT MIX ASPHALT 12.5M64, BASE COURSE, 3" THICK (IF & WHERE DIRECTED)	TONS	214		
10	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	TONS	659		
11	GEOTEXTILES/PAVING FABRIC (IF & WHERE DIRECTED)	SY	5,356		
12	TACK COAT	GAL	268		
13	CAULKING	LF	714		
14	10" X 18" FLUSH CONCRETE CURB	LF	1,297		
15	CONCRETE SIDEWALK, 4" THICK	SY	18		
16	STRIPING/PAINT SURFACE - TENNIS COURTS	LS	1		
17	STRIPING/PAINT SURFACE - PICKLEBALL COURTS	LS	1		
18	CRACK REPAIRS FOR COURTS (1/4" THICK)	LF	4,000		
19	TENNIS COURTS NET POSTS (SET OF TWO)	UN	8		
20	TENNIS COURTS NET (IF & WHERE DIRECTED)	UN	8		
21	BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	LF	1,290		
22	SINGLE GATE, 4' WIDE, BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	UN	8		
23	DOUBLE GATE, 10' WIDE, BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	UN	4		
24	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UN	9		_
25	TOPSOILING, 4" THICK	SY	1,590		

A-4	,590	
27 STRAW MULCHING SY 1,	590	
TAL BASE BID AMOUNT:		
tten	Figures	
ID CONTINGENCY: (To be used if and when directed by the Conirty Thousand Dollars and no cents  (ritten	ounty) \$30,000.00 Figures	
TAL BASE BID ITEMS PLUS BID CONTINGENCY AMOUNT:		
ritten	Figures	
	-	
OTE: Bid Contingency may include one-half of one percent of when directed by the County.	-	ocal
OTE: Bid Contingency may include one-half of one percent of when directed by the County.  TERNATE A BID ITEMS:  TEM DESCRIPTION UNIT CONT	f contract amount set aside for	
OTE: Bid Contingency may include one-half of one percent of when directed by the County.  LTERNATE A BID ITEMS:  ITEM DESCRIPTION UNIT CONTINU QUA  1 SITE UTILITY UPGRADES – LS	f contract amount set aside for	
OTE: Bid Contingency may include one-half of one percent of when directed by the County.  LTERNATE A BID ITEMS:  ITEM DESCRIPTION UNIT CONTINUE ON QUA	f contract amount set aside for  TRACT UNIT AMOUNTITY PRICE	
NOTE: Bid Contingency may include one-half of one percent of when directed by the County.  ALTERNATE A BID ITEMS:  ITEM DESCRIPTION UNIT CONTINUM QUAIN 1 SITE UTILITY UPGRADES - LS ELECTRICAL - TENNIS COURTS  2 SPORTS LIGHTING SYSTEM - LS TENNIS COURTS  TOTAL ALTERNATE A BID AMOUNT:	f contract amount set aside for  TRACT UNIT AMOUNTITY PRICE	
NOTE: Bid Contingency may include one-half of one percent of when directed by the County.  ALTERNATE A BID ITEMS:  ITEM DESCRIPTION UNIT CONTINUM QUA  1 SITE UTILITY UPGRADES - LS ELECTRICAL - TENNIS COURTS 2 SPORTS LIGHTING SYSTEM - LS	f contract amount set aside for  TRACT UNIT AMOUNTITY PRICE  1  Figures	

SY

1,590

FERTILIZING AND SEEDING, TYPE

26

# **ALTERNATE B BID ITEMS:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	SITE UTILITY UPGRADES – ELECTRICAL – TENNIS/PICKLEBALL COURTS	LS	1		
2	SPORTS LIGHTING SYSTEM – TENNIS/PICKLEBALL COURTS	LS	1		

TOTAL ALTERNATE B BID AMOUNT:	
Written	Figures
TOTAL BASE BID PLUS CONTINGENCY PLUS ALTE	<u>-</u>
Written	Figures

# CONSENT OF SURETY TO ACCOMPANY PROPOSAL (BID)

	_ (hereinafter called Surety), organi	zed and existinç	g under the	laws of the	State of
	_ duly authorized and qualified to transac	ct business in the	State of New .	Jersey, in cons	ideration of
the sum of One Dollar (\$	S1.00), lawful money of the United State	s of America, to it	in hand paid,	receipt where	of is hereby
acknowledged, and in co	nsideration, hereby certifies and agrees	that if the contract	for which the	attached propo	sal is made
be awarded to	(hereinafter called Contr	actor) for the perfo	ormance of ce	rtain work and	labor or the
supplying of certain mate	erials, or both, as more particularly set	forth in said propo	osal and desc	ribed for purpo	oses of this
instrument as a proposa	I for to the C	OUNTY OF UNIC	N and if Con	tractor shall er	nter into the
contract, Surety will beco	ome bound as surety for its faithful perfo	ormance, labor and	d material pay	ment and will	provide the
Contractor with a perform	nance, labor and material payment bond	in the full amount	of the contract	ct price.	
NOTE	WANT OF WOUR AND COMP				
NOTE: Expiration date	NAME OF INSURANCE COMP	ANY			
Needed if Annual	ADDRESS:				
Surety					
	ORIGINAL SIGNATURE				
	ATTORNEY-IN-FACT FOR INS	URANCE CO.			

NOTE: PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT

MUST BE SUBMITTED.

#### **BIDDER SIGNATURE PAGE**

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

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

  ORIGINAL SIGNATURE
  CORPORATE SECRETARY

  PRINT NAME AND TITLE
  CORPORATE SECRETARY

  BY:

  ORIGINAL SIGNATURE

  FAX:

  E-Mail:

  ORIGINAL SIGNATURE

  ORIGINAL SIGNATURE

  ORIGINAL SIGNATURE

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

PRINT OR TYPE NAME AND TITLE

# 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 O	organization:	
<u>Organizati</u>	on Address:	
<u>Part</u> I c	heck the box that represents the ty	pe of business organization:
Sole Pi	roprietorship (skip Parts II and III, ex	ecute certification in Part IV)
Non-P	rofit Corporation (skip Parts II and II	I, execute certification in Part IV)
For-Pr	ofit Corporation (any type)	nited Liability Company (LLC)
Partne	ership Limited Partnership	Limited Liability Partnership (LLP)
Other	(be specific):	
<u>Part II</u>		
pe pe	rcent or more of its stock, of any or cent or greater interest therein,	and addresses of all stockholders in the corporation who own 10 class, or of all individual partners in the partnership who own a 10 or of all members in the limited liability company who own a 10 s the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)
	OR	
pa lial	rtner in the partnership owns a 10	n owns 10 percent or more of its stock, of any class, or no individual percent or greater interest therein, or no member in the limited or greater interest therein, as the case may be. (SKIP TO PART IV) needed):
Name	of Individual or Business Entity	Address

# <u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

# Part IV Certification

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

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

# SUBCONTRACTOR IDENTIFICATION STATEMENT LIST OF SUBCONTRACTORS

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

# CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors: Company Name: Address: Telephone: \_\_\_\_\_ Subcontract Amount: \$ Specific Scope of Work Subcontracted: License No. Company Name: Address: Telephone: Subcontract Amount: \$ Specific Scope of Work Subcontracted: License No. Company Name:\_\_\_\_\_ Address: \_\_\_\_\_ Telephone: Subcontract Amount: \$ Specific Scope of Work Subcontracted: License No. IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE **BID PACKAGE.** (Continued on following page)

## SUBCONTRACTOR IDENTIFICATION CERTIFICATION

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

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

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

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

Witness		NAME OF BIDDER
Date		
		ADDRESS
	Ву:	ORIGINAL SIGNATURE ONLY
		PRINT NAME AND TITLE

# **ACKNOWLEDGMENT OF ADDENDUM**

# **COUNTY OF UNION**

(Name of Construction /Public V	Vorks Project) (Project or	Bid Number)	
Pursuant to N.J.S.A. 40A:11-23.1a revisions, or addenda to the bid ac acknowledges the submitted bid take of Union's record of notice to bidders may be subject for rejection of the bid	dvertisement, specifications or bid or sinto account the provisions of the reshall take precedence and that failur	documents. By indicating date of a notice, revision or addendum. Note t	receipt, bidder hat the County
Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick- up, etc.)	Date Received	
or ride of Addendamy (CVISION	шр, сто.)		
			]
			_
			  -
			_
			-
			-
ACKNOWLEDGMENT BY BIDDER	:		
NAME OF BIDDER:			
ORIGINAL SIGNATURE:			
PRINTED NAME AND TITLE:			

## **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 bu	ısiness registration shall be
	A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue
or	
	A copy of the web version provided by the NJ Division of Revenue, or

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

Note: A NJ Certificate of Authority is not acceptable.

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

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

#### IN ADDITION:

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

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

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

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

#### **BUSINESS REGISTRATION**

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

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

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

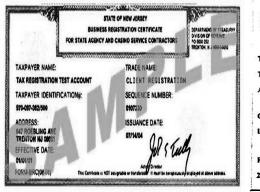
Proof of registration must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids. If subcontractors are named on the bid, proof of the business registration for each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

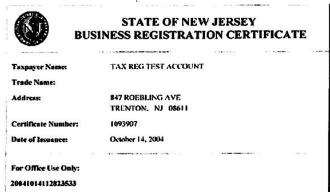
During the course of contract performance:

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

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

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





ATTACH BRC HERE

## **AFFIRMATIVE ACTION REQUIREMENT**

## **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

NAME OF BIDDER
ORIGINAL SIGNATURE
PRINT OR TYPE NAME AND TITLE
DATE THIS FORM IS COMPLETED

# **EXPERIENCE STATEMENT**

I further certify that my c		following private or public work, d under any contract. Should yo sheet.	
Witness		NAME OF BIDDER	
Date			
		ADDRESS	
	Ву:	ORIGINAL SIGNATURE ONLY	
		PRINT NAME AND TITLE	

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

# CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY /		_)
COUNTY OF	Specify, if Other )	) SS:
I, State of	, of full age, being duly sw	_, of the (City, Town, Borough, etc.) ofvorn 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 Pr	roject ("Contractor'), and tha	at I executed said proposal with full authority to do so; and
that said Contractor, pursuant to N.J	.S.A. 40A:11-20, certifies the	at it owns, leases or controls all the necessary equipment
required by the Plans, Specifications	and Advertisements under	this Bids are asked for.
If the Bidder is not the actual owner of	or lessee of any such equipr	ment, then the Bidder shall attach to this Certificate
information identifying the source fro	m which the equipment will	be obtained, and such information shall be accompanied
by a certificate from the owner or per	rson in control of the equipm	nent definitively granting to the Bidder the control of the
equipment required during such time	as may be necessary for the	ne completion of that portion of the contract.
(Also type or print name of affiant un	der signature)	_
By:		

# **NON-COLLUSION AFFIDAVIT**

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

STATE OF)	
) SS:	
COUNTY OF)	
I	, the bidder making the proposal for the above ned project, and that I executed the said proposal r, entered into any agreement, participation in any bidding in connection with the above named affidavit are true and correct, and made with full the truth of the statements contained in said
I further warrant that no person or selling agency has been employed or an agreement or understanding for a commission, percentage, brokerag or bonafide established commercial or selling agencies maintained by _	ge or contingent fee, except bona fide employees
	NAME OF BIDDER
	ORIGINAL SIGNATURE ONLY
	person who signed the bidder signature page r should sign this form also.
Subscribed and sworn to before me	
this, 20	
(Seal) Notary Public of New Jersey/Specify Other State	
' '	

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, 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

## **AMERICANS WITH DISABILITIES ACT**

#### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

Name	(Please print or type)
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.

(Permanen	t Main Office Address)	_
(When Org	anized)	_
(If a Corpor	ration, where incorporated)	_
Number of trade name	years your organization has been engaged in construction or contracting business und ?	der prese
	years of experience in construction work has your organization had (a) as a general concentractor?	ontractor
	on hand: (Attach a list or table showing gross amounts of each Contract and the approp	priate dat
		-
		_ _
General ch	aracter of work performed by you	
Have you e	ever failed to complete any work awarded to you?	-
Have you e	ever defaulted on a Contract? If so, complete details, including where are	nd why?

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

List your major equipment a	available for this Co	ontract.		
Experience in the construct	tion work similar in	importance to this Proje	ct.	<u></u>
Have you had any material		from the trades as listed		sification withir
5) years?  Background and experience  Individual's Name				In What
5) years?	e of the principal m  Present  Position	Yrs. of Construction	Magnitude &	In What
5) years?	e of the principal m  Present  Position	Yrs. of Construction	Magnitude &	In What
5) years?	e of the principal m  Present  Position	Yrs. of Construction	Magnitude &	In What
5) years?	e of the principal m  Present  Position	Yrs. of Construction	Magnitude &	In What

10.			f the responses comprising this Statement of Bidder's
19.	Bidder's telephone number, fax	x number and e-n	nail address (if applicable).
	Phone		
	Fax	<u></u>	
	E-mail		
	Mobile		
Dated :	at	this	_ day of _, 20
BIDDE	R (Signature)		
BIDDE	R (Print Name)		
Subscr	ibed and sworn to before me		
this	day of		, 20
(Seal)	Notary Public of New Jersey/	Specify Other S	State
	mmission Expires		
-	·		

### **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

<sup>\*</sup> 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.

# CONTRACTOR PERFORMANCE RECORD CERTIFICATION

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

	(Name of Organization)
	(Signature)
	(Title)
Subscribed and sworn to before me	
this day of	, 20
(Seal) Notary Public of New Jersey/	Specify Other State
My Commission Expires	20

# AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY /		)	
	Specify, if Other	) SS:	
COUNTY OF		)	
1		of the (City Town Borough etc.) of	
State of	. of full age, being duly s	, of the (City, Town, Borough, etc.) of sworn according to law on my oath depose	and sav that:
I am	of the firm of	, the said Proposal with full authority to do so.	ie Bidder making
		ey State Treasurer's or the Federal Govern	
Debarred, Suspended or Disqualific	a Bidders as a result of act	tion taken by any State or Federal Agency.	
		Name of Contractor	
	D		
	By: (Signature	of Authorized Representative)	_
	(Signature	of Authorized Representative)	
Subscribed and sworn to before me	Э		
thin down	00		
this day of	, 20_	<u></u>	
(Seal) Notary Public of New Jersey	1	<del></del>	
•	Specify Other State		
M. O. and indicate Francisco	22		
My Commission Expires	20	i	

# 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 other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under prior contract with a public entity?				perform goods
	yes	no	If yes, please provide full, detailed explanation.	- -
2.			faulted on a contract, thereby requiring a public entity to goods or perform the services or to correct or complete	
	yes		If yes, please provide full, detailed explanation.	<u>.</u> -
3.	Within the past ten (1	0) years, have you de	faulted on a contract, thereby requiring a public entity the ler of the costs of completion?	o look to your
	yes	no	If yes, please provide full, detailed explanation.	- -
4.	department of the exc	ecutive branch of the S	en debarred or suspended from contracting with any of State of New Jersey at the time of the contract award, we goods or services with a public entity?	- - the agencies or where the action
	yes	•	If yes, please provide full, detailed explanation.	-
				- - -

## **PRIOR NEGATIVE EXPERIENCE CERTIFICATION**

I hereby certify that the above statements are true and accurate as of this		day of	
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 Ot			
My Commission Expires	, 20		

#### 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	CONTRACT:	
	2325 South Avenue		
	Scotch Plains, New Jersey 0707	<b>'</b> 6	
PROJ	IECT:		
	cordance with the requirements of actor on the public work being perf	the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the under ormed for:	rsigned
		COUNTY OF UNION	
		d with the contract requirements regarding the payment of the minimum prosey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.	evailing
	CONTRACTOR ADDRESS:		
	BY:	<del></del>	
		ORIGINAL SIGNATURE ONLY	
	E OF NEW JERSEY		
	by me duly sworn according to law ays thatis the above no		
	the above nations are the above nations and the control of the		
Subsc	cribed and sworn to before me		
this	day of	, 20	
(Seal)	Notary Public of New Jersey/		
,	•	Specify Other State	
Му Со	ommission Expires	, 20	
	N I O A 04 44 50 00 mag inca 4	harman tarantara and a characteristics (Clause) of a characteristic (Clause) of the characteristics (Clause) of the characteri	la a alcodo

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

### **UNCOMPLETED CONTRACTS AFFIDAVIT**

(To be Submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS **ENTITY PROJECT** ORIGINAL UNCOMPLETED NAME AND TELEPHONE NUMBER OF TITLE **CONTRACT AMOUNT AS OF** PARTY TO BE CONTACTED FROM **AMOUNT ENTITY FOR VERIFICATION BID OPENING DATE** 

TOTAL AMOUNT OF UNCOMPLETE	ED 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	

## **CERTIFICATE OF INSURANCE STATEMENT**

•	unty of Union insurance requirements as st and agrees to provide all insurance require	
	BIDDER (Signature)	
	BIDDER (Print Name)	<u> </u>

### 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)	
(= 9 = = = )	
BIDDER (Print Name)	

## **TIME OF COMPLETION**

The undersigned proposed that if award	ded the Contract, the scope	of work will be started within ten (10)
calendar days and will be substantially	completed within120	calendar days from the date of
the notice to proceed.		
I,NAME (Print or type)	_of	
, , ,		
Agree to complete work in the time fram	ne specified	SIGNATURE
SITE VISIT – GENERAL CONTRACTO	)R	
I,	_of	
NAME (Print or type)	COMPANY	
Visited the site of the work on		OLO MATHER
		SIGNATURE

## **Prohibited Russia-Belarus Activities & Iran Investment Activities** Person or **Entity** Part 1: Certification COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW** Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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. CONTRACT AWARDS AND RENEWALS I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

	I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)		
	IF UNABLE TO CERTIFY		
	I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.		
Part 2: Additional Information			
	VIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN ELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.		
a parent entity	de a detailed, accurate, and precise description of the activities of the person or entity, or of subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or vities in Iran in the space below and, if needed, on additional sheets provided by you.		

## Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the County of Union is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Union to notify the County of Union in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Union and that the County of Union at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Title		
Signature		Date	

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

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

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

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

### **CERTIFICATION OF NON-DEBARMENT**

## FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: VENDOR INFORMATION					
Individual or Organization Nam	ne				
Physical Address of Individual or Organization	of				
Unique Entity ID	)				
(if applicable)					
CAGE/NCAGE Co	ode				
(if applicable)					
C	Checl	k the box that represents the	type of busi	ness orga	anization:
□Sole Proprietorship (skip Parts III and IV) □Non-Profit Corporation (skip Parts III and IV) □For-Profit Corporation (any type) □Limited Liability Company (LLC) □Partnership □Limited Partnership □Limited Liability Partnership (LLP) □Other (be specific):					
PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization					
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.					
Full Name (Print):				Title:	
Signature:				Date:	

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

	Section C –	Part III Certification	on		
Section C – Part III Ce	ertification				
contracting with a fed if applicable, owns green certification on behalf information contained through the date of containing the containing changes to the information or misrepresent the law and that it will	eater than 50 percent of a pa I fur f of the above-named organi d herein and that I am under ontract award by the County nation contained herein; that	an 50 percent of the arent entity of <nar <nar="" entit<="" entity="" of="" td=""><td>ne Organize of organize that I amounty of Unation from the Counis a crimine subjection with the tour of the Counis a crimine subjection with the tour of the Counies a crimine subjection of the Counies and t</td><td>zation listed above in Part I or, anization&gt; a authorized to execute this nion is relying on the n the date of this certification ty of Union in writing of any nal offense to make a false to criminal prosecution under he County of Union,</td></nar>	ne Organize of organize that I amounty of Unation from the Counis a crimine subjection with the tour of the Counis a crimine subjection with the tour of the Counies a crimine subjection of the Counies and t	zation listed above in Part I or, anization> a authorized to execute this nion is relying on the n the date of this certification ty of Union in writing of any nal offense to make a false to criminal prosecution under he County of Union,	
Full Name (Print):			Title:		
Signature:			Date:		
Part IV -	CERTIFICATION OF NON-DI	EBARMENT: Contr	actor – C	ontrolled Entities	
		Section A			
	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.				
Name of	Business Entity		Physic	al Address	
**Add additional she	ets if necessary**	1			
OR					
	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.				

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

	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).				
Name of Business Entity Controlled by Entity Listed in Section A of Part IV  Physical Address			ysical Address		
**Add additional She	eets if necessary**				
		OR			
	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.				
Section C – Part IV Certification					
I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.					
Full Name (Print):	Title:				
Signature:	Date:				

## BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid, proposal or offer exceeding \$100,000)

that:	certifies, to the best of his or her knowledge,
1. No Federal appropriated funds have been paid or we person for influencing or attempting to influence an officer officer or employee of Congress, or an employee of a Menany Federal contract, the making of any Federal grant, the cooperative agreement, and the extension, continuation, recontract, grant, loan, or cooperative agreement.	nber of Congress in connection with the awarding of making of any Federal loan, the entering into of any
2. If any funds other than Federal appropriated fund influencing or attempting to influence an officer or employ or employee of Congress, or an employee of a Member o grant, loan, or cooperative agreement, the undersigned "Disclosure Form to Report Lobbying," in accordance with	f Congress in connection with this Federal contract, shall complete and submit Standard Form - LLL,
3. The undersigned shall require that the language of this ce subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disc	and contracts under grants, loans, and cooperative
This certification is a material representation of fact upon made or entered into. Submission of this certification is a primposed by 31, U.S.C. § 1352 (as amended by the Lobbyin file the required certification shall be subject to a civil penalt for each such failure.	rerequisite for making or entering into this transactioning Disclosure Act of 1995). Any person who fails to
The Contractor, [Company], cerstatement of its certification and disclosure, if any. In add provisions of 31 U.S.C. § 3801 et seq., apply to this certification	ition, the Contractor understands and agrees that the
Signature of Contractor's Authorized Representative	
Name and Title of Contractor's Authorized Representative	
Date	

#### CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:		-
Street address:		
City, State, Zip:		
CERTIFIED BY: (type or print)		
TITLE:		
(signature)	(date)	

## DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)

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

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

<b>Bidder's Name</b>		

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

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

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

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

#### STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 2019 Edition; is added to and/or amended elsewhere herein by the Notice to Contractors (Advertisement), Proposal, Information for Bidders, General Conditions, Supplemental Conditions, Project Plans, and Supplementary Specifications; shall, insofar as technical requirements are involved, govern in the execution of this project.

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

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

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

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

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



#### STATE OF NEW JERSEY

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

#### PREVAILING WAGE RATE DETERMINATION

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

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

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

#### **Prevailing Wage Rate**

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

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

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

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

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#### 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 <a href="https://www.nj.gov/labor">www.nj.gov/labor</a> (click on Wage & Hour and then go to Registration & Permits).

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

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

#### **Snow Plowing**

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

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County - UNION

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/23
Journeyman (Mechanic)	W44.23
	B28.63
	T72.86

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.

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County - UNION

Craft: Boilermaker PREVAILING WAGE RATE

01/01/23
W53.50
B46.66
T100.16
W55.50
B47.71
T103.21
W48.50
B44.92
T93.42

Craft: Boilermaker APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
1000 Hours	65%	70%	75%	80%	85%	90%	95%					
Benefit =	38.07	39.03	40.03	41.00	41.99	42.97	43.93					

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

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

#### Craft: Boilermaker COMMENTS/NOTES

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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**County - UNION** 

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

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County - UNION

Craft: Boilermaker - Minor Repairs PREVAILING WAGE RATE

	01/01/23
Foreman	W35.45
	B17.78
	T53.23
General Foreman	W35.95
	B17.78
	T53.73
Mechanic	W33.95
	B17.78
	T51.73

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 following Monday.

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County - UNION

Craft: Bricklayer, Stone Mason PREVAILING WAGE RATE

	11/01/22
Deputy Foreman	W49.90
	B34.83
	T84.73
Foreman	W53.40
	B34.83
	T88.23
Journeyman	W46.90
	B34.83
	T81.73

Craft: Bricklayer, Stone Mason APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
6 Months	40%	50%	55%	60%	65%	70%	75%	80%				
Benefits	4.00	5.00	5.50	6.00	23.26	24.91	26.58	28.22				

#### 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.

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**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.

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County - UNION

Craft: Carpenter PREVAILING WAGE RATE

	05/16/22
Foreman	W61.30 B36.10 T97.40
Journeyman	W53.30 B31.47 T84.77

Craft: Carpenter APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	40%	55%	65%	80%	90%							
Benefit	58% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.55					

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

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

Craft: Carpenter COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES Yearly 40% 55% 65% 80%

Benefits 58% of apprentice wage rate for all intervals + \$0.55

#### 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.

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#### **County - UNION**

- 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.

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County - UNION

Craft: Carpenter - Resilient Flooring PREVAILING WAGE RATE

	06/06/22
Foreman	W61.30 B36.01 T97.31
Journeyman	W53.30 B31.38 T84.68

Craft: Carpenter - Resilient Flooring APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	40%	55%	65%	80%	90%							
Benefit	58%	of	Appren	tice	Wage	for all	intervals	+ \$0.46				

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

#### Craft: Carpenter - Resilient Flooring

#### COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL PERIOD AND RATES Yearly 40% 55% 65% 80%

Benefits 58% of apprentice wage rate for all intervals + \$0.46

#### 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

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

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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.

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.

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County - UNION

**Craft: Carpenter-Residential Construction** 

PREVAILING WAGE RATE

	10/20/22
Foreman	W50.97 B11.58 T62.55
Journeyman	W44.32 B10.78 T55.10

Craft: Carpenter-Residential Construction

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	40%	0% 55% 65% 80%								
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.46			

Ratio of Apprentices to Journeymen - 1:3

**Craft: Carpenter-Residential Construction** 

**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.

### RESIDENTIAL CONSTRUCTION:

All residential construction (excluding commercial buildings and institutional housing), no more than four (4) floors in height above grade consisting of those projects involving the construction, alteration, or repair of town houses or row houses, single family homes, mobile homes, multi-family homes, mixed-use buildings that include commercial space on the first floor or below grade, and apartment buildings.

#### 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

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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.

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County - UNION

Craft: Cement Ma	ason P	REVAILING WAGE RAT	E			
See "B	ricklayer, Stone Mason"	Rates				
Craft: Cement Ma	ason A	PPRENTICE RATE SCH	EDULE			
INTERVAL	PERIO	OD AND RATES				
Ratio of Apprentic	es to Journeymen - 1:4	•	+			
Craft: Cement M	ason C	COMMENTS/NOTES				
***See "Bricklayer	, Stone Mason" Rates** <sup>*</sup>					

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County - UNION

Craft: Commercial Painter PREVAILING WAGE RATE

	05/18/22
Foreman	W47.19
	B28.21 T75.40
General Foreman	W51.48
	B28.21
	T79.69
Journeyman	W42.90
	B28.21
	T71.11

Craft: Commercial Painter APPRENTICE RATE SCHEDULE

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

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

## Craft: Commercial Painter COMMENTS/NOTES

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

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

#### FOREMEN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

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**County - UNION** 

Veterans' Day, Thanksgiving Day, Christmas Day.

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County - UNION

Craft: Diver PREVAILING WAGE RATE

	05/01/22
Diver	W61.99 B50.47 T112.46
Tender	W50.25 B50.47 T100.72

Craft: Diver COMMENTS/NOTES

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

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

#### AIR DIVES: MIXED GAS DIVES:

0-59 feet: No additional wage 60-74 feet: + \$0.25 per foot 75-125 feet: + \$1.00 per foot 75-125 feet: + \$2.00 per foot

## PENETRATION DIVES:

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

### SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

#### **OVERTIME:**

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

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

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County - UNION

Craft: Dockbuilder/Pile Driver PREVAILING WAGE RATE

	09/21/22
Foreman	W57.79 B50.47 T108.26
Foreman (Concrete Form Work)	W56.70 B37.11 T93.81
Journeyman	W50.25 B50.47 T100.72
Journeyman (Concrete Form Work)	W49.30 B37.11 T86.41

Craft: Dockbuilder/Pile Driver APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	20.10	0.10 25.13 32.66 40.20								
Benefits	33.18	for all	intervals							

### Ratio of Apprentices to Journeymen - \*

Craft: Dockbuilder/Pile Driver COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL PERIOD AND RATES
Yearly 19.72 24.65 32.05 39.44

Benefits 25.24 for all intervals

#### CREOSOTE HANDLING:

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

## HAZARDOUS WASTE WORK:

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

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

#### FOREMAN REQUIREMENTS:

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

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

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#### SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

#### **OVERTIME:**

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

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

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County - UNION

Craft: Drywall Finisher PREVAILING WAGE RATE

	06/16/22
Foreman	W46.36 B28.16 T74.52
General Foreman	W48.48 B28.16 T76.64
Journeyman	W42.16 B28.16 T70.32

Craft: Drywall Finisher APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	40%	0% 50% 60% 70% 80% 90%								
Benefits	Intervals	1 to 2 =	11.00	Intervals	3 to 4 =	13.77	Intervals	5 to 6 =	17.38	

#### 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.

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**County - UNION** 

Craft: Electrician PREVAILING WAGE RATE

	06/10/22	05/29/23	06/03/24
Cable Splicer	W66.30	W68.06	W69.72
	B41.42	B43.20	B44.96
	T107.72	T111.26	T114.68
Foreman (11-20	W70.52	W72.39	W74.15
Journeymen)	B44.08	B45.95	B47.84
	T114.60	T118.34	T121.99
Foreman (1-3	W66.30	W68.06	W69.72
Journeymen)	B41.42	B43.20	B44.96
	T107.72	T111.26	T114.68
Foreman (4-10	W69.31	W71.15	W72.89
Journeymen)	B43.31	B45.17	B47.02
	T112.62	T116.32	T119.91
General Foreman (21-30	W72.32	W74.24	W76.06
Journeymen)	B45.20	B47.14	B49.06
	T117.52	T121.38	T125.12
General Foreman (31-60	W78.35	W80.43	W82.39
Journeymen)	B48.96	B51.07	B53.15
	T127.31	T131.50	T135.54
General Foreman (61+	W79.56	W81.67	W83.66
Journeymen)	B49.71	B51.85	B53.97
	T129.27	T133.52	T137.63
Journeyman	W60.27	W61.87	W63.38
	B37.66	B39.30	B40.89
	T97.93	T101.17	T104.27
Sub-Foreman	W68.71	W70.52	W72.25
	B42.94	B44.79	B46.61
	T111.65	T115.31	T118.86

Craft: Electrician APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician COMMENTS/NOTES

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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.

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County - UNION

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

### PREVAILING WAGE RATE

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

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

### APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 2:3

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

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 11-28-22:

NTERVAL PERIOD AND RATES

6 Months 35% 35% 40% 43% 48% 54% 61% 67% 74% 81% Benefits 7.67 7.67 8.76 9.43 10.52 11.84 13.38 14.69 16.22 17.76

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

NTERVAL PERIOD AND RATES

6 Months 35% 35% 40% 43% 48% 54% 61% 67% 74% 81% Benefits 7.88 7.88 9.00 9.68 10.80 12.15 13.73 15.09 16.66 18.23

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

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County - UNION

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

#### NOTES:

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

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

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**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***	

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**County - UNION** 

Craft: Electrician- Outside Commercial

## PREVAILING WAGE RATE

	06/10/22	05/29/23	06/03/24
Cable Splicer	W66.60	W68.37	W70.04
	B41.13	B42.89	B44.66
	T107.73	T111.26	T114.70
Certified Welder	W63.58	W65.26	W66.86
	B39.26	B40.95	B42.62
	T102.84	T106.21	T109.48
Equipment Operator	W60.55	W62.15	W63.67
	B37.40	B39.00	B40.60
	T97.95	T101.15	T104.27
Foreman (11-20	W70.84	W72.72	W74.50
Journeymen workers on	B43.75	B45.62	B47.50
job)	T114.59	T118.34	T122.00
Foreman (1-3	W66.60	W68.37	W70.04
Journeymen workers on	B41.13	B42.89	B44.66
job)	T107.73	T111.26	T114.70
Foreman (4-10	W69.63	W71.47	W73.23
Journeymen workers on	B42.99	B44.86	B46.70
job)	T112.62	T116.33	T119.93
General Foreman (21-30	W72.66	W74.58	W76.41
Journeymen workers on	B44.86	B46.81	B48.71
job)	T117.52	T121.39	T125.12
General Foreman (31-60	W78.71	W80.80	W82.78
Journeymen workers on	B48.61	B50.70	B52.76
job)	T127.32	T131.50	T135.54
General Foreman (61+	W79.93	W82.04	W84.05
Journeymen workers on	B49.34	B51.48	B53.58
job)	T129.27	T133.52	T137.63
Groundman	W36.33	W37.29	W38.21
	B22.43	B23.41	B24.35
	T58.76	T60.70	T62.56
Journeyman	W60.55	W62.15	W63.67
Lineman/Technician	B37.36	B39.00	B40.60
	T97.91	T101.15	T104.27
Sub-Foreman	W69.03	W70.85	W72.59
	B42.62	B44.46	B46.27
	T111.65	T115.31	T118.86

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County - UNION

Craft: Electrician- Outside Commercial APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	61.75% of	Journey	man	wage	+ \$.01					

Craft: Electrician- Outside Commercial COMMENTS/NOTES

### APPRENTICE RATE SCHEDULE AS OF 5-29-23:

Interval Period and Rates

1000 Hours 60% 65% 70% 75% 80% 85% 90%

Benefits 62.75% of the Journeyman wage + \$.01

#### APPRENTICE RATE SCHEDULE AS OF 6-3-24:

Interval Period and Rates

1000 Hours 60% 65% 70% 75% 80% 85% 90%

Benefits 63.75% of the Journeyman wage + \$.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,

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**County - UNION** 

Thanksgiving Day and Christmas Day.

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County - UNION

	Craft:	<b>Electrician-Utility</b>	Work (North)	PREVAILING WAGE RATE
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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.

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

County - UNION

Craft: Electrician-Utility Work (South) PF	REVAILING WAGE RATE
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Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	31.65	34.29	36.93	39.56	42.20	44.84	47.78			
Benefits	28.02	29.62	31.20	32.80	34.40	36.00	37.58			

Craft: Electrician-Utility Work (South)

**COMMENTS/NOTES** 

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

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County - UNION

Craft: Elevator Constructor PREVAILING WAGE RATE

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

Craft: Elevator Constructor APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES							
Yearly	33.56	41.33	48.84	56.36					
Benefits	34.72	35.61	37.05	38.50					

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

Craft: Elevator Constructor COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-23: INTERVAL PERIOD AND RATES

Yearly 34.60 42.62 50.37 58.12

Benefits 36.02 36.94 38.50 39.95

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

#### **OVERTIME:**

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

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

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County - UNION

**Craft: Elevator Modernization & Service** 

#### PREVAILING WAGE RATE

	03/17/22	03/17/23
Journeyman	W59.09	W60.89
	B42.79	B44.41
	T101.88	T105.30

Craft: Elevator Modernization & Service

#### APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:1

**Craft: Elevator Modernization & Service** 

**COMMENTS/NOTES** 

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.

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.

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County - UNION

Craft: Glazier PREVAILING WAGE RATE

	05/18/22
* Leadman	W51.48
	B29.13 T80.61
	160.01
Foreman	W53.48
	B29.37
	T82.85
General Foreman	W55.48
	B29.61
	T85.09
Journeyman	W49.48
	B28.89
	T78.37

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
6 Months	50%	55%	60%	65%	70%	75%	80%	90%			
Benefits	9.75	9.75	12.36	12.36	15.60	15.60	17.02	17.02			

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

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

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

## FOREMAN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

## OVERTIME:

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

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**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.

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County - UNION

Craft: Heat & Frost Insulator PREVAILING WAGE RATE

	09/20/22
Foreman	W60.72
	B36.22
	T96.94
General Foreman	W63.06
	B37.33
	T100.39
Journeyman	W58.44
	B35.66
	T94.10
Journeyman	T100.39 W58.44 B35.66

Craft: Heat & Frost Insulator APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	27.38	32.49	39.13	45.71						
Benefits	20.86	24.73	27.41	30.01						

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

## Craft: Heat & Frost Insulator COMMENTS/NOTES

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

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

## SHIFT DIFFERENTIAL:

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

#### **OVERTIME:**

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

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

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County - UNION

Craft: Heat & Frost Insulator - Asbestos Worker PREVAILING WAGE RATE

	09/20/22
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									
				OK .							

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker COMMENTS/NOTES

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

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

#### SHIFT DIFFERENTIALS:

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

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

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

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County - UNION

Craft: Industrial Painter- Bridges PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W63.28	W0.00	W0.00	W0.00
	B34.92	B0.00	B0.00	B0.00
	T98.20	T100.20	T102.20	T104.20
General Foreman	W65.78	W0.00	W0.00	W0.00
	B34.92	B0.00	B0.00	B0.00
	T100.70	T102.70	T104.70	T106.70
Journeyman	W58.28	W0.00	W0.00	W0.00
	B34.92	B0.00	B0.00	B0.00
	T93.20	T95.20	T97.20	T99.20

Craft: Industrial Painter- Bridges APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
6 Months	50%	70%	90%								
Benefits	13.65	20.81	27.43								

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

## Craft: Industrial Painter- Bridges

## COMMENTS/NOTES

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

### FOREMEN REQUIREMENTS:

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

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

### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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<sup>\*</sup> Industrial Painters perform work on all industrial structures, such as bridges.

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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.

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County - UNION

Craft: Industrial Painter- Structural Steel

#### PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00
	T84.59	T86.59	T88.59	T90.59
General Foreman	W54.52	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00
	T87.09	T89.09	T91.09	T93.09
Journeyman	W47.02	W0.00	W0.00	W0.00
	B32.57	B0.00	B0.00	B0.00
	T79.59	T81.59	T83.59	T85.59

Craft: Industrial Painter- Structural Steel

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES									
	SEE	EE INDUST RIAL PAINTER BRIDGES									

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

## **Craft: Industrial Painter- Structural Steel**

#### **COMMENTS/NOTES**

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

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

### FOREMEN REQUIREMENTS:

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

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

### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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**County - UNION** 

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.

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County - UNION

Craft: Industrial Painter- Water Tanks PREVAILING WAGE RATE

	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W53.07	W0.00	W0.00	W0.00
	B32.22	B0.00	B0.00	B0.00
	T85.29	T87.29	T89.29	T91.29
General Foreman	W55.57	W0.00	W0.00	W0.00
	B32.22	B0.00	B0.00	B0.00
	T87.79	T89.79	T91.79	T93.79
Journeyman	W48.07	W0.00	W0.00	W0.00
	B32.22	B0.00	B0.00	B0.00
	T80.29	T82.29	T84.29	T86.29

Craft: Industrial Painter-Water Tanks APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES										
6 Months	50%	70%	90%								
Benefits	13.65	20.81	27.43								

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

#### **Craft: Industrial Painter- Water Tanks**

## COMMENTS/NOTES

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

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

### FOREMEN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

## OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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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.

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Craft: Ironworker PREVAILING WAGE RATE

	07/01/22
Rod /Fence Foreman	W48.39
	B48.92
	T97.31
Rod/Fence Journeyman	W45.39
	B48.92
	T94.31
Structural Foreman	W50.69
	B48.92
	T99.61
Structural Journeyman	W47.69
	B48.92
	T96.61

Craft: Ironworker APPRENTICE RATE SCHEDULE

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

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

Craft: Ironworker COMMENTS/NOTES

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

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

#### FOREMAN REQUIREMENTS:

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

### SHIFT DIFFERENTIALS:

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

## **OVERTIME:**

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### 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.

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Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/09/22
Foreman	W41.38 B24.21 T65.59
Journeyman (Handler)	W36.78 B24.21 T60.99

Craft: Laborer - Asbestos & Hazardous Waste Removal

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
Yearly	22.07	25.75	29.42	33.10								
Benefits	22.06	for	all	intervals								

### Ratio of Apprentices to Journeymen - \*

## Craft: Laborer - Asbestos & Hazardous Waste Removal

## **COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

### **OVERTIME:**

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

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

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<sup>\*</sup> 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.

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Craft: Laborer - Building PREVAILING WAGE RATE

	11/15/22
Class A Journeyman	W36.75
	B31.42
	T68.17
Class B Journeyman	W36.00
	B31.42
	T67.42
Class C Journeyman	W30.60
	B31.42
	T62.02
Foreman	W41.34
	B31.42
	T72.76
General Foreman	W45.94
	B31.42
	T77.36

Craft: Laborer - Building APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES										
6 Months	60%	70%	80%	90%	of Class B	wage rate					
Benefit	28.17	28.17	28.17	28.17							

## Ratio of Apprentices to Journeymen - \*

## Craft: Laborer - Building COMMENTS/NOTES

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

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<sup>\*</sup> 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.

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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%.
- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

#### **OVERTIME:**

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

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

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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%	0% 70% 80% 90%								
Benefit	23.98	for	all	intervals						

Ratio of Apprentices to Journeymen - \*

Craft: Laborer - Heavy & General

**COMMENTS/NOTES** 

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

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<sup>\*</sup> No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

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Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

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

Craft: Laborer-Residential and Modular Construction

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
As shown	800 hours	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 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

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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.

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Craft: Millwright PREVAILING WAGE RATE

	06/20/22
Foreman	W62.42
	B35.32
	T97.74
Journeyman	W54.28
	B32.80
	T87.08

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	40%	% 55% 65% 80% 90%								
Benefits	31% of	Appren	tice	Wage	Rate	for all	intervals	+ \$15.97		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

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

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County - UNION

Craft: Operating Engineer I	PREVAILING WAGE RATE
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Rates are located in the "Statewide" rate package

Craft: Operating Engineer APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - \*

Craft: Operating Engineer COMMENTS/NOTES

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

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

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 - \*

Craft: Operating Engineer - Field Engineer

**COMMENTS/NOTES** 

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

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<sup>\*</sup> No more than 1 Field Engineer Apprentice per Survey Crew.

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Craft: Painter - Line Striping PREVAILING WAGE RATE

	12/07/22
Apprentice (1st year)	W29.15
	B14.75
	T43.90
Apprentice (2nd year)	W33.25
	B25.70
	T58.95
Foreman (Charge Person)	W42.05
	B26.48
	T68.53
Journeyman 1 (at least 1	W37.28
year of working exp. as a	B26.48
journeyman)	T63.76
Journeyman 2 (at least 2	W41.05
years of working exp. as a	B26.48
journeyman)	T67.53

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.

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Craft: Paperhanger PREVAILING WAGE RATE

	05/18/22
Foreman	W51.90 B28.21 T80.11
Journeyman	W47.19 B28.21 T75.40

Craft: Paperhanger APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
	SEE	E COMME CIAL PAINTER								
		K								

Craft: Paperhanger COMMENTS/NOTES

#### FOREMEN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

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Craft: Pipefitter PREVAILING WAGE RATE

	05/01/22
Foreman	W57.85 B48.11 T105.96
Journeyman	W53.60 B44.58 T98.18

Craft: Pipefitter APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

- When there are 2 or more Journeyman Pipefitters on a job, 1 shall be designated a Foreman.
- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

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

#### SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

#### **OVERTIME:**

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

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

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

#### OVERTIME (Maintenance Work Only):

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

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#### **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.

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**County - UNION** 

Craft:	Plasterer	PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer COMMENTS/NOTES

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

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County - UNION

Craft: Plumber PREVAILING WAGE RATE

	06/16/22
Foreman	W62.95
	B40.22
	T103.17
General Foreman	W67.03
	B40.22
	T107.25
Journeyman	W58.29
	B40.22
	T98.51

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	30%	45%	55%	65%	75%					
Benefits	16.96	23.24	25.41	27.61	29.77					

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

#### Craft: Plumber COMMENTS/NOTES

#### FOREMAN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

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<sup>\*</sup> 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.

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Craft: Roofer PREVAILING WAGE RATE

	06/01/22
Foreman	W45.52 B29.81 T75.33
Journeyman	W42.52 B29.81 T72.33

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.00	21.26	25.51	27.64	29.76	31.89	34.01	38.27		
Benefits	2.16	2.16	26.56	26.56	26.56	26.56	26.56	26.56		

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

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

fraction thereof

Craft: Roofer COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

#### **OVERTIME:**

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

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

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Craft: Sheet Metal Sign Installation PREVAILING WAGE RATE

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

Craft: Sheet Metal Sign Installation APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	13.19	15.02	16.88	18.74	21.06	22.94	24.83	26.73	28.62	30.50

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation COMMENTS/NOTES

#### FOREMAN REQUIREMENT:

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

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

#### **OVERTIME**:

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

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

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

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County - UNION

Craft: Sheet Metal Worker PREVAILING WAGE RATE

	06/06/22
Foreman	W56.98
	B48.69
	T105.67
General Foreman	W57.98
	B48.69
	T106.67
Journeyman	W53.48
	B48.69
	T102.17

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.

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County - UNION

Craft: Sprinkler Fitter PREVAILING WAGE RATE

	01/01/23
Foreman	W69.82
	B35.80
	T105.62
General Foreman	W73.15
	B35.80
	T108.95
Journeyman	W65.32
	B35.80
	T101.12

Craft: Sprinkler Fitter APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES								
1000 Hours								80%	85%
Benefits						Intervals	9 to 10	Jourymn	Ben.

Craft: Sprinkler Fitter COMMENTS/NOTES

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval Period and Rates

1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90% Ben. 13.60 13.60 28.30 28.30 28.30 1ntervals 7-10 Journy. Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval Period and Rates

1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95% Ben. 13.60 13.60 28.30 28.30 28.30 Intervals 7-10 Journy. Ben

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

#### FOREMAN REQUIREMENTS:

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

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**County - UNION** 

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

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County - UNION

Craft: Tile Finisher-Marble PREVAILING WAGE RATE

	01/02/23
Finisher	W49.32
	B36.62
	T85.94

Craft: Tile Finisher-Marble APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

#### 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.

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County - UNION

Craft: Tile Setter - Ceramic PREVAILING WAGE RATE

	12/05/22
Finisher	W48.04 B32.26 T80.30
Setter	W62.62 B35.39 T98.01

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.

3/2/2023 Page 67 of 73

County - UNION

Craft: Tile Setter - Marble PREVAILING WAGE RATE

	01/02/23
Tile Setter	W62.82 B39.03
	T101.85

Craft: Tile Setter - Marble APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

#### 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.

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County - UNION

Craft: Tile Setter - Mosaic & Terrazzo PREVAILING WAGE RATE

_	
	01/01/23
Grinder or Assistant	W58.67
	B39.00
	T97.67
Mechanic	W60.28
	B39.01
	T99.29
Terrazzo Resinous	W50.32
Worker	B31.63
	T81.95
1011422011040	B31.63

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.

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County - UNION

Craft: Truck Driver PREVAILING WAGE RATE

	05/16/22	05/01/23	05/01/24
Bucket, Utility,	W41.71	W43.56	W45.41
Pick-up, Fuel	B40.28	B41.78	B43.28
Delivery trucks	T81.99	T85.34	T88.69
Dump truck, Asphalt	W41.71	W43.56	W45.41
Distributor, Tack	B40.28	B41.78	B43.28
Spreader	T81.99	T85.34	T88.69
Euclid-type vehicles	W41.81	W43.66	W45.51
(large, off-road	B40.28	B41.78	B43.28
equipment)	T82.09	T85.44	T88.79
Helper on Asphalt	W41.71	W43.56	W45.41
Distributor truck	B40.28	B41.78	B43.28
	T81.99	T85.34	T88.69
Low Boy Driver	W43.31	W45.16	W47.01
	B40.28	B41.78	B43.28
	T83.59	T86.94	T90.29
Slurry Seal,	W41.71	W43.56	W45.41
Seeding/Fertilizing/	B40.28	B41.78	B43.28
Mulching truck	T81.99	T85.34	T88.69
Straight 3-axle truck	W41.71	W43.56	W45.41
	B40.28	B41.78	B43.28
	T81.99	T85.34	T88.69
Tractor Trailer	W41.81	W43.66	W45.51
(all types)	B40.28	B41.78	B43.28
	T82.09	T85.44	T88.79
Vacuum or Vac-All	W41.71	W43.56	W45.41
truck (entire unit)	B40.28	B41.78	B43.28
	T81.99	T85.34	T88.69
Winch Trailer	W41.91	W43.76	W45.61
	B40.28	B41.78	B43.28
	T82.19	T85.54	T88.89

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.

Page 70 of 73

County - UNION

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

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 \$40.03.
- As of 5-1-23, benefits on overtime shall be \$41.53.
- As of 5-1-24, benefits on overtime shall be \$43.03.

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

3/2/2023 Page 71 of 73

County - UNION

Craft: Truck Driver-Material Delivery Driver

#### PREVAILING WAGE RATE

	05/10/22	05/01/23	05/01/24
Driver	W34.02	W35.87	W37.62
	B40.28	B41.78	B43.28
	T74.30	T77.65	T80.90

Craft: Truck Driver-Material Delivery Driver COMMENTS/NOTES

#### **BLENDED RATE:**

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

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

#### SHIFT DIFFERENTIALS:

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

#### **OVERTIME:**

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

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

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**County - UNION** 

Craft:	Welder	PREVAILING WAGE RATE
	Welder	
Craft:	Welder	COMMENTS/NOTES
Welder	rs rate is the same as the	e craft to which the welding is incidental.

3/2/2023 Page 73 of 73

# STATEWIDE RATES

## TERRITORY ENTIRE STATE

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

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

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

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

#### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### **OVERTIME:**

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

TERRITORY
ENTIRE STATE

Hydro-Blaster

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

OPERATING ENGINEERS		Rates Expiration Date :
Effective Dates	s:	
	07/01/2022	
Rate	Fringe	Total
55.63	36.65	92.28
CLASSIFICA	TIONS:	
A-Frame		
Backhoe (com	nbination)	
Boom Attachr	nent on loaders	(Except pipehook)
Boring & Dril	lling Machine	
Brush Choppe	er, Brush Shredo	der, Tree Shredder, Tree Shearer
Bulldozer, fin	ish grade	
Cableway		
Carryall		
Concrete Pum	np	
Concrete Pum	nping System (P	umpcrete & similar types)
Conveyor, 12:	5 feet or longer	
Drill Doctor (	Duties include o	dust collector and maintenance)
Front End Loa	ader (2 cu. yds.	but less than 5 cu. yds.)
Grader, finish		
Groove Cuttin	ng Machine (ride	e-on type)
Heater Planer		
hydraulic, sin snorkle roof,	ngle and double , and other simil	er Hoist (all types including steam, gas, diesel, electric, air drum, concrete, brick shaft caisson, ar types, Except Chicago-boom type) * receives an addtional \$1.00 per hour on 100 ft. up to 199 ft. total 00 per hour on 200 ft. and over total height.
Hydraulic Cra	nne (10 tons & u	nder)
Hydraulic Dre	edge	
Hydro-Axe		

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

### ENTIRE STATE PREVAILING WAGE RATE DETERMINATION

**Rates Expiration Date:** 

**Effective Dates:** 

**OPERATING ENGINEERS** 

	122

Rate Fringe Total 55.63 36.65 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)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

TERRITORY ENTIRE STATE

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

### **OPERATING ENGINEERS**

**Effective Dates:** 

07/01/2022

Rate Fringe Total 53.72 36.65 90.37

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Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

**Rates Expiration Date:** 

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

Hopper Doors (power operated)

Ladder (motorized)

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

ENTIRE STATE PREVAILING WA

**OPERATING ENGINEERS Rates Expiration Date: Effective Dates:** 07/01/2022 Rate Fringe Total 53.72 36.65 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

03/02/2023

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

ENTIRE STATE **OPERATING ENGINEERS Rates Expiration Date: Effective Dates:** 07/01/2022 Total Rate Fringe 53.72 36.65 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

Skimmmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

ENTIRE STATE

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

**Effective Dates:** 

07/01/2022

Rate Fringe Total 53.72 36.65 90.37

#### **CLASSIFICATIONS:**

Tug Captains

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

#### **Effective Dates:**

#### 07/01/2022

Rate Fringe Total 50.38 36.65 87.03

#### **CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

#### **Effective Dates:**

#### 07/01/2022

Rate Fringe Total 47.80 36.65 84.45

#### **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

ENTIRE STATE

### OPERATING ENGINEERS Rates Expiration Date :

**Effective Dates:** 

07/01/2022

Rate Fringe Total 57.96 36.65 94.61

### **CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

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

ENTIRE STATE

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

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Locomotive (large)

Mucking Machine

OPERATING ENGINEERS Kates Expiration Date:	
Effective Dates:	
07/01/2022	
Rate Fringe Total	
57.22 36.65 93.87	
CLASSIFICATIONS:	
Autograde Pavement Profiler (CMI & similar types)	
Autograde Pavement Profiler - Recycle Type (CMI & similar types)	
Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)	
Autograde Slipform Paver (CMI & similar types)	
Backhoe (Excavator)	
Central Power Plant	
Concrete Paving Machine	
Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.	
Draglines	
Drill, Bauer, AMI and similar types	
Drillmaster, Quarrymaster	
Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill	
Elevator Grader	
Field Engineer-Chief of Party	
Front End Loader (5 cu. yards or larger)	
Gradall	
Grader, Rago	
Helicoptor Co-Pilot	
Helicoptor Communications Engineer	
Juntann Pile Driver	

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

# ENTIRE STATE Rates Expiration Date:

**Effective Dates:** 

**OPERATING ENGINEERS** 

07/01/2022

Rate Fringe Total 57.22 36.65 93.87

# **CLASSIFICATIONS:**

Pavement of	&	Concrete	Brea	ker i	(Sun	erhammer	&	Hoe	Ra	m)
1 avenuent	œ	Concrete	Dica	KCI I	Oup	Cilialillici	œ	1100	114	111/

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

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

# ENTIRE STATE

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

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10.1	12	122
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Rate Fringe Total 52.09 36.65 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

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

ENTIRE STATE

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

#### **Effective Dates:**

07/01/2022

Rate Fringe Total 52.09 36.65 88.74

#### **CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

## **Effective Dates:**

## 07/01/2022

Rate Fringe Total 59.04 36.65 95.69

# **CLASSIFICATIONS:**

Helicoptor Pilot/Engineer

### **Effective Dates:**

#### 07/01/2022

Rate Fringe Total 63.72 36.65 100.37

### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

## 07/01/2022

Rate Fringe Total 62.72 36.65 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.

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

# ENTIRE STATE

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

#### **Effective Dates:**

07/01/2022

Rate Fringe Total 59.22 36.65 95.87

#### **CLASSIFICATIONS:**

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

# **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total		
61.72	36.65	98.37		

# **CLASSIFICATIONS:**

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total	
58.22	36.65	94.87	

#### **CLASSIFICATIONS:**

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

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

#### STRUCTURAL STEEL ERECTION Rates Expiration Date:

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

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

#### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### **OVERTIME:**

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total		
60.85	36.65	97.50		

### **CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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

# STRUCTURAL STEEL ERECTION Rates Expiration Date :

**Effective Dates:** 

07/01/2022

Rate Fringe Total 56.79 36.65 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

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

# ENTIRE STATE

# STRUCTURAL STEEL ERECTION Rates Expiration Date:

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Effective Dates	S:	
	07/01/2022	
Rate	Fringe	Total
54.13	36.65	90.78
CLASSIFICA	TIONS:	
Aerial Platfor	m Used On Ho	ists
Apprentice Er	ngineer/Oiler w	ith Compressor or Welding Machine
Captain (Pow	er Boats)	
Compressor (2	2 or 3 in battery	<i>y</i> )
Concrete Clea	aning/Decontan	nination Machine Operator
Conveyor or T	Tugger Hoist	
Directional Bo	oring Machine	
Elevator or Ho	ouse Car	
Fireman		
Forklift		
Generator (2 o	or 3)	
Heavy Equipr	ment Robotics,	Operator/Technician
Maintenance 1	Utility Man	
Master Enviro	onmental Maint	renance Technician
Tug Master (F	Power Boats)	
Ultra High Pro	essure Waterjet	Cutting Tool System Operator/Maintenance Technician
Vacuum Blast	ting Machine O	perator/Maintenance Technician

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

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

#### ENTIRE STATE

# STRUCTURAL STEEL ERECTION Rates Expiration Date:

#### **Effective Dates:**

07/01/2022

Rate Fringe Total 52.60 36.65 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:**

#### 07/01/2022

Rate Fringe Total 50.84 36.65 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:**

# 07/01/2022

Rate Fringe Total 58.41 36.65 95.06

# **CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

#### **Effective Dates:**

#### 07/01/2022

Rate Fringe Total 47.80 36.65 84.45

#### **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

#### **ENTIRE STATE**

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

#### **Effective Dates:**

07/01/2022

Rate Fringe Total 57.55 36.65 94.20

#### **CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
65.74	36.65	102.39

#### **CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Tota	
64.08	36.65	100.73	

#### **CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks. land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

# **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
61 24	36.65	97.89

#### **CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
59.58	36.65	96.23

#### **CLASSIFICATIONS:**

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

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

# STRUCTURAL STEEL ERECTION Rates Expiration Date :

**Effective Dates:** 

07/01/2022

Rate Fringe Total 61.24 36.65 97.89

# **CLASSIFICATIONS:**

Helicopter Pilot & Engineer

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

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

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

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

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

#### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### **OVERTIME:**

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

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

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

#### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

### **CLASSIFICATIONS:**

Driller

# **Effective Dates:**

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Rate	Fringe	Total	
50.38	36.65	87.03	

## **CLASSIFICATIONS:**

Driller's Helper

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

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

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

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

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

#### **OVERTIME:**

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

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

#### Hazardous Waste Work:

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

#### **Effective Dates:**

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Rate	Fringe	Total
50.30	35.73	86.03

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

## **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
50.00	35.73	85.73

# **CLASSIFICATIONS:**

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

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

#### ENTIRE STATE

## FREE AIR TUNNEL JOBS Rates Expiration Date :

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
49.50	35.73	85.23

#### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
52.00	35.73	87.73

#### **CLASSIFICATIONS:**

Blaster

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.95	35.73	84.68

# **CLASSIFICATIONS:**

Top Labor Foreman

#### **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total
48 60	35 73	84 33

# **CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.45	35.73	84.18

#### **CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

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

ENTIRE STATE

# FREE AIR TUNNEL JOBS Rates Expiration Date :

**Effective Dates:** 

03/01/2023

Rate Fringe Total 48.05 35.73 83.78

# **CLASSIFICATIONS:**

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

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

ENTIRE STATE

## DRILL FOR GROUND WATER SUPPLY Rates Expiration Date:

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
55.97	36.65	92.62

#### **CLASSIFICATIONS:**

Driller

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total	
49.13	36.65	85.78	

#### **CLASSIFICATIONS:**

Driller's Helper

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

## ENTIRE STATE

## 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:**

	10/01/202	2	10/01/2023
Rate	Fringe	Total	Total
43.94	14.54	58.48	60.48

#### **CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

#### **Effective Dates:**

	10/01/202	2	10/01/2023
Rate	Fringe	Total	Total
38.00	14.18	52.18	53.93

#### **CLASSIFICATIONS:**

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

#### **Effective Dates:**

	10/01/202	2	10/01/2023
Rate	Fringe	Total	Total
35.77	14.05	49.82	51.47

#### **CLASSIFICATIONS:**

Certified Welder

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

# ENTIRE STATE

# OPERATING ENGINEERS MARINE-DREDGING Rates Expiration Date :

### **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
34.79	13.74	48.53	50.14

# **CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

#### **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
33.67	13.67	47.34	48.91

#### **CLASSIFICATIONS:**

**Boat Operator** 

### **Effective Dates:**

	10/01/202	2	10/01/2023
Rate	Fringe	Total	Total
27.97	13.33	41.30	42.63

## **CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

# **Effective Dates:**

	10/01/202	2	10/01/2023
Rate	Fringe	Total	Total
39.16	14.25	53.41	55.20

# **CLASSIFICATIONS:**

Crane Operator

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

ENTIRE STATE

## 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:**

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Rate	Fringe	Total
36.50	21.27	57.77

#### **CLASSIFICATIONS:**

Foreman

#### **Effective Dates:**

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Rate	Fringe	Total
33.80	21.27	55.07

#### **CLASSIFICATIONS:**

Box man

#### **Effective Dates:**

03/01	1/2017
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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

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

# MICROSURFACING/SLURRY SEAL Rates Expiration Date :

**Effective Dates:** 

03/01/2017

Rate Fringe Total 30.30 21.27 51.57

# **CLASSIFICATIONS:**

Cleaner, Taper

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

#### ENTIRE STATE

#### ASPHALT LABORERS - SOUTH Rates Expiration Date :

 $"THESE\ RATES\ APPLY\ IN\ THE\ FOLLOWING\ COUNTIES\ ONLY:\ Atlantic,\ Burlington,\ Camden,\ Cape\ May,\ Cumberland,\ Cape\ May,\ Cape\ May,\$ 

Gloucester, Mercer, Ocean, Salem

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

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

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

#### **OVERTIME:**

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

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

Hazardous Waste Work:

- -where Level A, B, or C protection is required: + \$5.00/hr
- -other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

# **Effective Dates:**

03	/01	/20	123

Rate	Fringe	Total
51.80	35.73	87.53

#### **CLASSIFICATIONS:**

Paving Foreman

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.35	35.73	84.08

#### **CLASSIFICATIONS:**

Head Raker

#### **Effective Dates:**

03	/01	/2.0	)23
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Rate	Fringe	Total
48.50	35.73	84.23

# **CLASSIFICATIONS:**

Screedman

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

# ENTIRE STATE

# ASPHALT LABORERS - SOUTH Rates Expiration Date :

#### **Effective Dates:**

03/01/2023

Rate Fringe Total 47.95 35.73 83.68

# **CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen, Painters, Shovelers, Roller Boys

## **Effective Dates:**

03/01/2023

Rate Fringe Total 48.05 35.73 83.78

#### **CLASSIFICATIONS:**

Milling Controller

# **Effective Dates:**

03/01/2023

Rate Fringe Total 48.25 35.73 83.98

# **CLASSIFICATIONS:**

Traffic Control Coordinator

### **Effective Dates:**

03/01/2023

Rate Fringe Total 48.20 35.73 83.93

### **CLASSIFICATIONS:**

Raker, Luteman

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

# ENTIRE STATE

## TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH Rates Expiration Date:

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

Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

#### SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

#### OVERTIME:

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

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

1st year on the job - 70% of Helper wage rate

2nd year on the job - 80% of Helper wage rate

3rd year on the job - 90% of Helper wage rate

All helpers receive full fringe benefit rate.

#### **Effective Dates:**

#### 10/18/2022

Rate	Fringe	Total
0.00	0.00	65.92

#### **CLASSIFICATIONS:**

Helper (4th year helper)

#### **Effective Dates:**

#### 10/18/2022

Rate	Fringe	Total
0.00	0.00	75.24

### **CLASSIFICATIONS:**

Driller

# **Effective Dates:**

#### 10/18/2022

Rate	Fringe	Total
0.00	0.00	81.28

#### **CLASSIFICATIONS:**

Foreman

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

## ENTIRE STATE

#### HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

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

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

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

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

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

#### OVERTIME:

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

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

#### Hazardous Waste Work:

- -where Level A, B, or C protection is required: + \$5.00/hr
- -other Hazardous Waste site: + \$1.00/hr

### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

# **CLASSIFICATIONS:**

#### "D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

#### **CLASSIFICATIONS:**

#### "C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

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

# ENTIRE STATE

## HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

# **Effective Dates:**

Rate	Fringe	Total
48.50	35.73	84.23

# **CLASSIFICATIONS:**

"B" Rate:

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

# **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

#### **CLASSIFICATIONS:**

"A" Rate:

blaster

### **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

# **CLASSIFICATIONS:**

"FOREMAN" Rate:

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

### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
52.80	35.73	88.53

# **CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

#### ENTIRE STATE

#### HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

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

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

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

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

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM. OVERTIME:

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

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

# Hazardous Waste Work:

- -where Level A, B, or C protection is required: + \$5.00/hr
- -other Hazardous Waste site: + \$1.00/hr

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total	
47 55	35.73	83.28	

#### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

#### **CLASSIFICATIONS:**

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

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

#### ENTIRE STATE

# HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

#### **CLASSIFICATIONS:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
48.25	35.73	83.98

#### **CLASSIFICATIONS:**

wagon or directional drill operator; drill master

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
52.05	35.73	87.78

#### **CLASSIFICATIONS:**

blaster

### **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total
51.80	35.73	87.53

# **CLASSIFICATIONS:**

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total	
52.80	35.73	88.53	

#### **CLASSIFICATIONS:**

general foreman

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

ENTIRE STATE

# HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

**Effective Dates:** 

03/01/2023

Rate Fringe Total 48.50 35.73 84.23

# **CLASSIFICATIONS:**

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

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

#### 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:**

#### 06/01/2022

Rate	Fringe	Total
55.34	34.65	89.99

#### **CLASSIFICATIONS:**

Pipeline Journeyman Welder

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

# ENTIRE STATE

# PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

**Effective Dates:** 

06/01/2022

Rate Fringe Total 55.34 34.65 89.99

**CLASSIFICATIONS:** 

Pipeline Journeyman

**Effective Dates:** 

06/01/2022

Rate Fringe Total 33.84 24.27 58.11

**CLASSIFICATIONS:** 

Pipeline Helper

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

ENTIRE STATE

## 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:**

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Rate	Fringe	Total	
63.90	29.83	93.73	

#### **CLASSIFICATIONS:**

Pipeline Journeyman Welder

#### **Effective Dates:**

Rate	Fringe	Total	
63.90	29.83	93.73	

## **CLASSIFICATIONS:**

Pipeline Journeyman

#### **Effective Dates:**

#### 11/02/2022

Rate	Fringe	Total	
40.53	22.15	62.68	

#### **CLASSIFICATIONS:**

Pipeline Helper

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

#### ENTIRE STATE

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

#### **OVERTIME:**

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

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

Hazardous Waste Work:

- -where Level A, B, or C protection is required: + \$5.00/hr
- -other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

## **Effective Dates:**

Rate	Fringe	Total
51.80	35.73	87.53

#### **CLASSIFICATIONS:**

Asphalt Foreman

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total	
48.50	35.73	84.23	

#### **CLASSIFICATIONS:**

Asphalt Screedman

#### **Effective Dates:**

<b>N2</b>	/01	126	172

Rate	Fringe	Total
48.25	35 73	83 98

# **CLASSIFICATIONS:**

Asphalt Raker or Lute Man

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

ENTIRE STATE

ASPHALT LABORERS- NORTH Rates Expiration Date :

**Effective Dates:** 

03/01/2023

Rate Fringe Total 47.55 35.73 83.28

**CLASSIFICATIONS:** 

Asphalt Laborer

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

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

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural

Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-

Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

#### \* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

#### SHIFT DIFFERENTIALS:

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

#### **OVERTIME:**

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

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

# RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

#### **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
61.07	42.13	103.20	106.36	109.56

#### **CLASSIFICATIONS:**

Chief Lineman

# **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

## **CLASSIFICATIONS:**

Journeyman Lineman

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

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

#### **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

# **CLASSIFICATIONS:**

Special License Operator

# **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

# **CLASSIFICATIONS:**

Transit Man

#### **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
55.31	38.16	93.47	96.33	99.21

#### **CLASSIFICATIONS:**

Line Equipment Operator

#### **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
48.39	33.38	81.77	84.29	86.81

#### **CLASSIFICATIONS:**

Dynamite Man

# **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
72.01	49.68	121.69	125.44	129.20

# **CLASSIFICATIONS:**

General Foreman

## **Effective Dates:**

	12/04/202	22	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
66.25	45.71	111.96	115.41	118.85

### **CLASSIFICATIONS:**

Assistant General Foreman

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

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

**Effective Dates:** 

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
64.52	44.51	109.03	112.40	115.76

#### **CLASSIFICATIONS:**

Line Foreman

**Effective Dates:** 

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
46.66	32.19	78.85	81.28	83.72

# **CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:** 

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

#### **CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:** 

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

#### **CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:** 

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

# **CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:** 

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

# **CLASSIFICATIONS:**

Line Equipment Mechanic

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

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

#### **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
37.45	25.84	63.29	65.23	67.17

# **CLASSIFICATIONS:**

Groundman 2nd Year

#### **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
34.57	23.85	58.42	60.21	62.02

# **CLASSIFICATIONS:**

Groundman 1st Year

# **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

# **CLASSIFICATIONS:**

Line Equipment Foreman

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

#### ENTIRE STATE

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

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-

Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

#### \* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

#### SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

#### OVERTIME:

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

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

#### RECOGNIZED HOLIDAYS:

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

#### WORKING RULES:

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

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

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

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

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

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

#### **Effective Dates:**

#### 12/04/2022

Rate	Fringe	Total	
67.52	55.11	122.63	

#### **CLASSIFICATIONS:**

General Foreman

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

## ENTIRE STATE

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

**Effective Dates:** 

12/04/2022

Rate Fringe Total 60.14 50.62 110.76

**CLASSIFICATIONS:** 

Foreman

**Effective Dates:** 

12/04/2022

Rate Fringe Total 56.97 48.72 105.69

**CLASSIFICATIONS:** 

Small Job Foreman

**Effective Dates:** 

12/04/2022

Rate Fringe Total 52.75 46.18 98.93

**CLASSIFICATIONS:** 

Heavy Equipment Operator

**Effective Dates:** 

12/04/2022

Rate Fringe Total 52.75 46.18 98.93

**CLASSIFICATIONS:** 

Cable Splicer

**Effective Dates:** 

12/04/2022

Rate Fringe Total 52.75 46.18 98.93

**CLASSIFICATIONS:** 

Journeyman Lineman

**Effective Dates:** 

12/04/2022

Rate Fringe Total 52.75 46.18 98.93

**CLASSIFICATIONS:** 

Journeyman Welder

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

## **ENTIRE STATE**

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

#### **Effective Dates:**

12/04/2022

Rate Fringe Total 52.75 46.18 98.93

## **CLASSIFICATIONS:**

Journeyman Painter

## **Effective Dates:**

12/04/2022

Rate Fringe Total 42.20 39.80 82.00

## **CLASSIFICATIONS:**

Light Equipment Operator

#### **Effective Dates:**

12/04/2022

Rate Fringe Total 36.93 36.60 73.53

#### **CLASSIFICATIONS:**

Groundman Truck Driver

#### **Effective Dates:**

12/04/2022

Rate Fringe Total 34.29 35.02 69.31

#### **CLASSIFICATIONS:**

Groundman 3rd Year

## **Effective Dates:**

12/04/2022

Rate Fringe Total 31.65 33.42 65.07

## **CLASSIFICATIONS:**

Groundman 2nd Year

## **Effective Dates:**

12/04/2022

Rate Fringe Total 29.01 31.83 60.84

## **CLASSIFICATIONS:**

Groundman 1st Year

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

ENTIRE STATE

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

**Effective Dates:** 

12/04/2022

Rate Fringe Total 23.21 28.31 51.52

**CLASSIFICATIONS:** 

Flagman

# 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 :

\*\*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:**

#### 03/01/2023

Rate	Fringe	Total	
75.46	35.73	111.19	

#### **CLASSIFICATIONS:**

Walking Boss & Superintendent

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
75.01	35.73	110.74

#### **CLASSIFICATIONS:**

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

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

#### ENTIRE STATE

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

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total	
74.26	35.73	109.99	

#### **CLASSIFICATIONS:**

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

#### **Effective Dates:**

## 03/01/2023

Rate	Fringe	Total	
78.01	35.73	113.74	

#### **CLASSIFICATIONS:**

Blaster

#### **Effective Dates:**

#### 03/01/2023

Rate	Fringe	Total
73.43	35.73	109.16

## **CLASSIFICATIONS:**

Top Labor Foreman

#### **Effective Dates:**

## 03/01/2023

Rate	Fringe	Total
72.91	35.73	108.64

## **CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

## **Effective Dates:**

## 03/01/2023

Rate	Fringe	Total
72.68	35.73	108.41

## **CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

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

**Effective Dates:** 

03/01/2023

Rate Fringe Total 72.08 35.73 107.81

## **CLASSIFICATIONS:**

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

## NJDOT SPECIAL PROVISIONS

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The Contractor is made aware that regular text denotes the Supplementary changes made by the NJDOT. Paragraphs and Pay Items in bold text denote revisions and additions made by the Engineer to be project specific.

## WAGE RATES

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The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

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

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or **subcontractor's** right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

## **GENERAL**

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All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction, the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction.

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

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

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

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

## **SPECIAL PROVISIONS**

## **AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

## SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Pages SP1 to SP42 inclusive.

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

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

## **DIVISION 100 – GENERAL PROVISIONS**

IN CASE OF DISCREPANCY BETWEEN THE NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 U.S. CUSTOMARY ENGLISH UNITS AND THE INSTRUCTION TO BIDDERS. BID FORM(S), AGREEMENT, AND GENERAL CONDITIONS OF THIS CONTRACT, THE INSTRUCTION TO BIDDERS, BID FORM(S), AGREEMENT AND GENERAL CONDITIONS OF THIS CONTRACT SHALL GOVERN.

#### **SECTION 101 - GENERAL INFORMATION**

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 103 - AWARD AND EXECUTION OF CONTRACT** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 104 - SCOPE OF WORK** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 105 - CONTROL OF WORK** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 106 - CONTROL OF MATERIAL** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 108 - PROSECUTION AND PROGRESS** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

**SECTION 109 - MEASUREMENT AND PAYMENT** 

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

## **DIVISION 150 – CONTRACT REQUIREMENTS**

IN CASE OF DISCREPANCY BETWEEN THE NJDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 U.S. CUSTOMARY ENGLISH UNITS AND THE INSTRUCTION TO BIDDERS. BID FORM(S), AGREEMENT, AND GENERAL CONDITIONS OF THIS CONTRACT, THE INSTRUCTION TO BIDDERS, BID FORM(S), AGREEMENT AND GENERAL CONDITIONS OF THIS CONTRACT SHALL GOVERN.

## **SECTION 152 – INSURANCE**

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

## SECTION 153 – PROGRESS SCHEDULE

THIS SECTION IS NOT APPLICABLE TO THIS CONTRACT

#### **SECTION 154 – MOBILIZATION**

## 154.01 DESCRIPTION

THE FOLLOWING IS ADDED:

MOBILIZATION shall include the cost of initiating the Contract, and such portions of the following that are required for the Project: setting up the Contractor's general plant, offices, shops, storage areas, sanitary and other facilities as required; providing access to the project sites; obtaining necessary permits and licenses, and payment of fees; protecting existing utilities; lighting work areas; providing working drawings; sampling and testing of materials; providing required insurance and bonds.

## 154.02 MATERIALS

THE FOLLOWING IS ADDED:

Materials shall include, but not be limited to, all items necessary to prevent public entry to the site of work. These items shall include: snow fence, lights, barricades, or other means necessary to prevent entry of the public to the site of work.

Any such equipment that is necessary to clean and prepare roads, including graders, shovels, picks, and mechanical sweepers. Mechanical sweepers shall be of the enclosed type and shall be provided with a suitable dust control apparatus. Sweepers which raise dust will not be acceptable.

#### 154.03 PROCEDURE

THE FOLLOWING IS ADDED:

Prior to the start of work, it is the responsibility of the CONTRACTOR to notify the owners of the overhead and underground utilities that may be encountered during all construction operations.

Prior to any excavation, the CONTRACTOR shall have all utilities marked out. If applicable, the CONTRACTOR shall arrange for any necessary utility work and shall reschedule his operations appropriately.

The CONTRACTOR shall take care and caution to preserve and protect all existing pavements, curbs, landscape areas, sidewalk, private and public property along and adjacent to the lines of work. Any destruction to any of the above, Cedar Brook Park Tennis Courts Improvements

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beyond the limits of work, or caused by careless construction procedures shall be replaced by the CONTRACTOR at no additional cost to the OWNER.

The CONTRACTOR shall notify all property owners affected by the proposed work at least seventy-two (72) hours prior to the commencement of construction. This notification shall be done by door-hangers or letters and should indicate the anticipated starting and completion dates.

CONTRACTOR shall provide barricades to protect the public from injury from the CONTRACTOR's work. Barricades shall be placed so as to prevent unauthorized persons from entering the work area. Barricades shall consist of snow fence, lights or other means necessary to prevent entry to the work area.

### 154.04 MEASUREMENT AND PAYMENT

Measurement and Payment will be made for Mobilization. Contractor is to perform work as required and include payment for this work in the lump sum price.

THE FOLLOWING IS ADDED TO THE PAY ITEMS:

<u>Pay Item:</u> MOBILIZATION <u>Pay Item:</u> LUMP SUM

## SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

#### 157.01 DESCRIPTION

#### THE FOLLOWING IS ADDED:

Construction layout shall be performed by a New Jersey Licensed Professional Land Surveyor.

Contractor shall be responsible for establishing and maintaining all lines and grades as required to complete the work described on the project plans and herein the project specifications.

Contractor shall protect, preserve and/or replace existing benchmarks, monuments, and other reference points, if any.

## 157.04 MEASUREMENT AND PAYMENT

#### THE ENTIRE SUBSECTION IS REPLACED BY THE FOLLOWING:

Construction Layout and Monuments will not be measured for payment. No separate payment will be made for construction layout and monuments. The contractor shall perform all work described in this section and include costs under the various pay items in the proposal.

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

#### 158.03.02 SESC MEASURES

#### THE FOLLOWING IS ADDED:

Soil Erosion and Sediment Control measures (SESC measures) shall be provided and maintained in accordance with the standards for soil erosion and sediment control in New Jersey and also in accordance with the standards of the Somerset-Union Soil Conservation District.

The Contractor shall adhere to the approved soil erosion and sediment control plan and the soil erosion and sediment control details and notes. The soil erosion and sediment control plan and soil erosion and sediment control details and notes have been made a part of the project plans.

#### 158.04 MEASUREMENT AND PAYMENT

#### THE ENTIRE SUBSECTION IS REPLACED BY THE FOLLOWING:

Payment for all costs associated with Soil Erosion and Sediment Control and Water Quality Control Measures, as delineated on the plans and/or directed in the field by the Engineer and as required by the Somerset-Union Soil Conservation District, shall be measured for payment per the following items scheduled in the proposal.

It is the Contractors responsibility to notify the Somerset-Union Soil Conservation District in advance of disturbance in compliance with the Soil Conservation District (SCD) certification. The Contractor must copy Colliers Engineering & Design on the written notice to the SCD. Any costs or effort associated with SCD coordination and complying with the SCD certification should be included in the lump sum pay item "Soil Erosion and Sediment Control Measures".

THE FOLLOWING IS ADDED TO THE PAY ITEMS:

<u>Pay Item</u> SOIL EROSION AND SEDIMENT CONTROL MEASURES <u>Pay Unit:</u> LUMP SUM

## SECTION 159 - TRAFFIC CONTROL

## 159.01 DESCRIPTION

## THE FOLLOWING IS ADDED AFTER THE FIRST SENTENCE:

The Contractor shall be responsible for the proper notification of residences, businesses, emergency services, busing services, and all other parties affected by the traffic control implemented on the project.

#### 159.03 PROCEDURE

## SUBSECTION 159.03.09 EMERGENCY TOWING SERVICE

THIS SUBSETCTION IS DELETED.

## SUBSECTION 159.04 MEASUREMENT AND PAYMENT:

THE FOLLOWING IS ADDED:

ALL TRAFFIC CONTROL ITEMS IN SECTION 159 SHALL BE ACCOUNTED FOR IN THE LUMP SUM COST FOR MOBILIZATION IN THE PROPOSAL.

## **SECTION 160 – PRICE ADJUSTMENTS**

#### 160.03.02 Asphalt Price Adjustment

## THE FOURTH PARAGRAPH IS CHANGED TO:

 $A = B \times [(MA - BA)/BA] \times C \times M \times G$ 

#### Where:

A = Asphalt Price Adjustment

B = Bid Price for Tack Coat/Prime Coat

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:

Use 100% for cutbacks and Tack Coat 64-22

60% for Polymer Modified Tack Coat

60% for RS or similar type emulsions

M = Percentage of Bid Price Applicable to Materials Only: Use 82%

G = Gallons of Tack Coat and Prime Coat Furnished and Applied

#### THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

## 160.03.02 Asphalt Price Adjustment

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

 $A = (MA - BA) \times T$ 

## Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt Price Index T = Tons of New Asphalt Binder<sup>1</sup>

The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton. The Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

#### THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

Cedar Brook Park Tennis Courts Improvements Job No. 22003472A

## 160.04 Measurement and Payment

Item
FUEL PRICE ADJUSTMENT
ASPHALT PRICE ADJUSTMENT

Pay Unit ALLOWANCE ALLOWANCE

## **SECTION 161 – FINAL CLEANUP**

THE FOLLOWING IS ADDED:

## **161.03.02 Restoration**

Restoration not specifically called out with construction notes, such as grading, concrete and asphalt walks, lawn, fencing, railings, curb, pavement restoration, trench restoration, signage, survey monuments, benches, and any other items disturbed or removed during construction shall be restored and reset to their original condition and location. The Contractor shall reset items at their preconstruction locations, unless otherwise directed by the Engineer. Amenities which are anchored to the ground shall be reset utilizing footing sizes, anchoring methods and materials as specified by the product's manufacturer or as approved by the Engineer. Survey monuments shall be reset by a professional land surveyor licensed in the state of New Jersey. All costs associated with site restoration shall be included in the various pay items scheduled in the proposal.

All fences, decorative landscaping, sign posts, street marking posts, receptacles, benches, and all other features that interfere with construction operations shall be removed and reset in order to perform work. Any material damaged during construction shall be replaced and installed in its original location. All costs associated with site restoration shall be included in the various pay items scheduled in the proposal.

#### 161.04 MEASUREMENT AND PAYMENT

RESTORATION WILL NOT BE MEASURED FOR PAYMENT. NO SEPARATE PAYMENT WILL BE MADE FOR RESTORATION. THE CONTRACTOR SHALL PERFORM ALL WORK DESCRIBED IN THIS SECTION AND INCLUDE COSTS UNDER THE VARIOUS PAY ITEMS IN THE PROPOSAL.

## **DIVISION 200 – EARTHWORK**

#### SECTION 201 – CLEARING SITE

## 201.03.01 Clearing Site

#### THE FOLLOWING IS ADDED:

Work for CLEARING SITE shall include but is not limited to sawcutting existing pavement, removal and disposal of concrete curb, sidewalk, driveways, bituminous pavement, pavers, pipe, inlets, sanitary sewer manholes, pipes & laterals, irrigation pipes, valves, electrical lines, fences, foundations, scoreboards, miscellaneous debris, soils, lawn, trees, tree stumps, landscaping, and any other work required to prepare the site for construction.

Before any clearing site work or mobilization is performed at the project site, the Contractor is to film a pre-construction video of the entire existing site. The video should be common DVD standard formatting found in any home. One copy should be given to the Owner and the other copy to the Engineer at the Pre-Construction Meeting or soon thereafter. The notice to proceed will not be issued until the ENGINEER has received the pre-con video. All private property shall be specifically included in the video. Special attention shall be taken to these items to ensure accurate restoration.

Unless otherwise directed, all excess material, including soil shall be removed from the site and disposed of by the CONTRACTOR. Should the OWNER wish to retain portions of the excess material, the CONTRACTOR shall deliver said material to the required location as determined by the OWNER at no additional cost to the OWNER.

CONTRACTOR shall also remove and dispose of all construction debris. All debris shall be cleaned up on a daily basis and placed in containers or trucks. The materials shall be removed from the site of work and disposed of by the CONTRACTOR at no additional cost to the OWNER.

The CONTRACTOR, during the construction of the project, shall not stockpile materials or his equipment on any private property; except in areas designated on the plans or as directed by the ENGINEER. Areas for stockpiling and staging shall be approved by the ENGINEER prior to the commencement of construction.

The Item CLEARING SITE shall include all carefully removing, storing, and reinstalling any materials as depicted within the "Demolition Plan" and as directed in the field by the Engineer.

The Contractor shall provide, and remove at the conclusion of the work, a temporary site enclosure fence around the work area. No separate payment shall be made for this material or labor, and shall be paid for through the lump sum price for Clearing Site.

## 201.04 Measurement and Payment

## THE FOLLOWING IS ADDED TO THE END OF THE SECTION:

The CONTRACTOR is responsible to clear any and all items required to build the project as shown on the plans. The notes shown on the plans may not be all-inclusive. Any items not specifically shown for removal on the plans, but required to build the proposed improvements shall be removed and disposed of under CLEARING SITE.

The CONTRACTOR shall dispose any excess soil that is not used. The cost of loading, transport and tipping fee if shall be included in the item for CLEARING SITE. Cost shall include the cost of soil erosion and sediment control as deemed necessary for this operation.

The Contractor shall provide, and remove at the conclusion of the work, a temporary site enclosure fence around the work area. No separate payment shall be made for this material or labor, and shall be paid for through the lump sum price for Clearing Site.

THE FOLLOWING IS ADDED TO THE PAY ITEMS:

Pay Item:
CLEARING SITE

Pay Unit:
LUMP SUM

## **SECTION 202 – EXCAVATION**

#### 202.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This work shall also include the removal of all excess materials and shall include soils unsuitable for re-use. Material that is observed to weave or pump during construction operations shall be deemed unsuitable for re-use and disposed off-site as per the direction of the Engineer. No separate payment shall be made for the excavation and off-site removal of material that is observed to be unsuitable for re-use and all costs shall be included in the various Items in the Proposal. Material characterization report (MCR) for excess soils that will be generated is appended to the bid documents

This work shall also include the cost for all excavation and site grading required for the installation and construction of all proposed improvements described on the project plans, regardless of the material encountered, in conformance with the final grades provided on the project plans. The work shall also include disposal of excess soils at off-site locations, at a facility chosen by the contractor subject to approval by the Township Engineer. The cost of loading, transport, and tipping fee if any is deemed to be included in the various Items in the Proposal.

This work shall also consist of all work necessary to excavate in a manner which complies with the Occupation Safety and Health Administration (OSHA) requirements. The Contractor shall coordinate excavations with the Engineer. All excavations must be filled or plated prior to end of work shift. No open excavations are permitted at any time that work is not in progress. Plating of open excavations must be specifically approved by the Engineer.

This work shall also include the removal of rock due the need to install proposed underground improvements as indicated and as directed by the Engineer. The manner of rock excavation shall be examined on a case by case basis but shall include removal by hand or machine, the use of blasting is not permitted on this project.

All excavation and disposal including cutting, rock removal, etc., as required shall be included herein. Materials to be excavated are unclassified. Contractor shall be responsible for removal of any and all excessive and unsuitable materials encountered, without additional cost to the Owner.

Following the site clearing and stripping, excavation within the grading limits of the project shall be performed to establish the sub-grade for the site, as needed and determined in the field by the Engineer. Cost for disposal of all material shall be the responsibility of the contractor. Payment will be made under the pay item Excavation Unclassified.

Any excess subsoil shall be kept separate from topsoil and/or other excavated materials and properly stored in stockpiles so that it shall not be subject to abnormal erosion and loss and does not interfere with subsequent construction, material storage and/or contamination from construction activities. Material removed below grade shall be replaced with approved material, thoroughly compacted to a density equal to adjacent areas using suitable equipment, as approved by the Engineer.

Contractor shall carry excavation to lines and grades required, to dimensions and depths shown, with sufficient working space to permit placing, protection, inspection, and completion of all contract work. Materials of every nature

encountered shall be loosened and removed manually or with power equipment. Excavated material shall be stockpiled on the construction site, if needed for the work; otherwise, it shall be disposed of properly off site.

The sides of all excavations shall be free of undercuts and properly sloped or braced to prevent slides and caving. Provide barriers, snow fence, markings, and guarding lighting as required at all open excavations for working and public safety. Remove protective materials when no longer required. All excavations shall be maintained free of water and protected at all times from frost.

- 1. Critical Areas of Existing Utilities: Hand excavation of such areas shall be required to ensure that utilities are not damaged.
- 2. Inspection: Contractor shall not begin work until bearing surfaces have been cleared, and Engineer's authorization given to proceed. Contractor is required to give ample advance notice to permit the Engineer to arrange for proper field inspection of conditions. The Engineer shall approve the sub-grade before permission is granted to proceed.
- 3. Timing: Contractor shall schedule excavation, construction, protection, inspection, and completion so as to minimize length of time that any excavation remains open.

Site grading shall include grading, preparation, and compacting all material required to bring the site to grade, as shown on the plans or as directed by the Engineer, and all incidental work to the satisfaction of the Engineer.

The spreading of the existing material to meet the sub-grade requirements shall be paid for under the Clearing Site item. The importing of the fill material (borrow excavation) and spreading of the borrowing excavation, shall be paid for on a percentage complete basis. All material shall be certified clean by the contractor and/or contractor's representative or be virgin material as certified by a commercial quarry. The contractor shall install the material in lifts and compact the material to 95% compaction so that settling of the site does not occur. The contractor shall utilize the services of a geotechnical engineer in areas of fill that are greater than four feet.

Compaction shall be performed in accordance with Section 203 of the NJDOT Standard Specification. Costs of compaction and compaction testing shall be included in the pay item Excavation Unclassified.

## 202.04 MEASUREMENT AND PAYMENT.

#### THE ENTIRE SUBSECTION IS REPLACED BY THE FOLLOWING:

No separate payment for excavation and grading shall be measured and all costs associated with the work described above shall be included in the bid price for Excavation Unclassified. These costs shall include, but not be limited to, all costs associated with unclassified excavation, importing of material, disposal of material off-site, vehicle costs, stakeout and movement of all material to meet the final grades as described on the project plans and to the satisfaction of the Engineer, and unclassified excavation for installation of all proposed athletic fields, pavement, buildings, sidewalks, utilities, curb, bleachers, etc. The contractor shall account for all soil movement activity including off-site disposal within the allotted bid price.

Costs of compaction and compaction testing shall be included in the pay item Excavation Unclassified.

Excavation Unclassified shall include the cost of any physical testing of the soil such as sieve analysis, proctor density, moisture content etc. as required by the receiving facility. All soil sampling for physical tests shall be conducted in the presence of the engineer.

No separate payments shall be made for excavation related to the installation of conduit or junction boxes, sidewalks, light pole foundations, trees, or benches, etc. Cost should be included in the various Pay Items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THE PAY ITEMS:

<u>Pay Item</u>: EXCAVATION UNCLASSIFIED Pay Unit: CUBIC YARDS

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## **DIVISION 400 – PAVEMENTS**

## SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

## 401.02.01 Materials

Emulsified Asphalt under TACK COAT is revised to:

Emulsified Asphalt, Grade RS-1, CRS-1, SS-1, SS-1h, Grade CSS-1 or CSS-1h ......902.01.02

## **401.02.02** Equipment

THE LAST PARAGRAPH is changed to:

When an MTV is used, install a paver hopper insert with a minimum capacity of 14 tons in the hopper of the HMA paver.

## **401.03.01 Preparing Existing Pavement**

## A. Milling of HMA.

|--|

## THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

Sawcut at the limit of paving in driveways and at other limits requiring a neat edge between new and existing HMA.

## 401.03.05 Tack Coat

## TABLE 401.03.05-1 IS CHANGED TO:

Table 401.03.02-1 Tack Coat Application				
Material	Spraying Temp, °F	Gallons per Square Yard	Season	
Cut-Back Asphalt:				
RC-70	120 to 190	0.05 to 0.15	Oct 15 to Apr 15	
Emulsified Asphalt:				
RS-1	70 to 140	0.05 to 0.15	All year	
CRS-1	125 to 185	0.05 to 0.15	All year	
SS-1, SS-1h	70 to 140	0.05 to 0.15	All year	
CSS-1, CSS-1h	70 to 140	0.05 to 0.15	All year	

#### 401.03.06 Prime Coat

## TABLE 401.03.06-1 IS CHANGED TO:

Table 401.03.02-2 Prime Coat Application			
<b>Cut-Back Asphalt</b>	Spraying Temp, °F	Gallons per Square Yard	Season
MC-30	85 to 150	0.1 to 0.5	Oct 15 to Apr 15
MC-70	120 to 190	0.1 to 0.5	Oct 15 to Apr 15
Emulsified Asphalt:			
CSS-1	70 to 140	0.1 to 0.50	All year

## **401.03.07 HMA Courses**

## D. Transportation and Delivery of HMA.

#### THE FIRST PARAGRAPH IS CHANGED TO:

Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The RE will reject HMA if the HMA trucks do not meet the requirements specified in 1009.02. The RE will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

- 1. Name and location of the HMA plant.
- 2. Project title.
- 3. Load time and date.
- 4. Truck number.
- 5. Mix designation.
- 6. Plant lot number.
- 7. Tare, gross, and net weight.

## E. Spreading and Grading.

#### THE THIRD PARAGRAPH IS CHANGED TO:

The use of an MTV is optional for the construction of intermediate and surface course in the traveled way. If an MTV is used, ensure that the MTV independently delivers HMA from the HMA trucks to the HMA paver. Operate the MTV to ensure that the axle loading does not damage structures, roadway, or other infrastructure.

## J. Ride Quality Requirements.

## THE FIRST PARAGRAPH IS CHANGED TO:

The Department will evaluate the HMA surface course using the International Roughness Index (IRI) according to ASTM E 1926. The Department will use the measured IRI to compute the appropriate pay adjustment (PA). The PA may be positive for superior quality work or negative for defective work. The Department may exclude certain area as specified in the Special Provisions.

## SUBPART 3 OF FIFTH PARAGRAPH IS CHANGED TO:

**3. Preparation for IRI Testing.** Provide the necessary traffic control when the Department performs IRI testing. Perform required mechanical sweeping of the surface course before IRI testing. To facilitate auto triggering on laser profilers, place a single line of preformed traffic marking tape perpendicular to the roadway baseline 300 feet before the beginning of each lane, shoulder, and ramp to be tested. Submit the actual stationing for each traffic marking tape location to the RE.

#### **401.04** Measurement and Payment

#### THE FOLLOWING IS ADDED:

The quantity of various courses of HMA, in tons, used for payment shall be the lesser of the following:

- a. The total of all Delivery Slips.
- b. Pavement Area (SY) x 115 Pounds/S.Y. x Specified Thickness Inches 2000 POUNDS

## **DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

## **SECTION 605 – CHAIN LINK FENCE**

## 605.01 DESCRIPTION

## THE FOLLOWING IS ADDED:

This work shall consist of necessary excavation, backfill, concrete foundations, disposal of excess excavated material and clearing site and removal of debris where required along the fence alignment.

## 605.02 MATERIALS

## THE FOLLOWING IS ADDED:

#### A. Chain-link fabric:

- 1. Thermally fused vinyl coated steel chain link fabric conforming to ASTM F-668, Type 2b with 1 3/4" mesh for tennis court fencing.
- 2. Mesh shall be 9 gauge
- 3. Core wire shall be 9 gauge, 0.148" diameter with a break load of 1,290 lbs.
- 4. Thickness of vinyl fused coating shall be 0.006" minimum.
- 5. Color of vinyl fused coating shall be black.
- 6. Fabric selvage:
  - i. Recreational fencing, regardless of height, shall be twisted and knuckles.

## B. Framing:

- All new framing shall be pipe Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength 30,000 psi; sizes as indicated. Hot-dipped galvanized with a minimum average coating weight of 1.8 oz/ft² of coated surface area. In accordance, with ASTM F1043, apply supplemental color coating minimum 10 mils (0.254 mm) of thermally fused polyolefin in color to match fabric.
- 2. Dimension and weights:
  - i. End, corner and pull posts

	O.D.	Weight
Fabric Height	(Inches)	<u>lbs/ft</u>
10'	4.00	4.11

ii. Rails and post braces (all fencing)

O.D.	Weight
(Inches)	<u>lbs/ft</u>
1.66	2.27

#### iii. Lines Posts

	O.D.	Weight
Fabric Height	(Inches)	<u>lbs/ft</u>
10'	2.875	5.79

#### iv. Gates Posts

	O.D.	Weight
Fabric Height	(Inches)	<u>lbs/ft</u>
Over 6' to 12'	4.00	9.11

#### C. Accessories:

- 1. Post and line caps, rail and brace ends, sleeves, tension bars, tension and brace bands, truss rods, and other accessories shall conform to ASTM F626 and be vinyl coated.
- 2. Tie wire shall be 13 gauge vinyl coated.
- 3. Tension wire shall be 6 gauge vinyl coated wire fastened with vinyl coated hog rings.
- D. Swing gates shall conform to ASTM F900 and be constructed of vinyl coated components. Thickness of vinyl coating shall be 10 to 15 mils. Fabric and other accessories shall be specified for fencing.

## E. Gate Hardware:

- 1. Hinges:
  - i. Hinges shall be structurally capable of supporting the gate leaf and allow the gate to open and close without binding.
  - ii. The hinges shall be so designed to permit the gate to swing a full 180° outward.
  - iii. All single-leaf personnel gates shall be self-closing.
- 2. Single gate latch: This latch shall be capable of retaining the gate in a closed position and shall have provision for a padlock.
- 3. Double gate latch: This latch shall be a drop rod or plunger bar arranged to engage the gate stop. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when the gate is locked. The latching devised shall have provision for a paclock.
- 4. Gate stops: Gates stops shall be provided for all double and shall be suitable for setting in concrete for the center drop rod and plunger.

- 5. Keepers: Keepers shall be provided for each gate leaf over 5' wide. Gate keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.
- 6. All gate hardware shall be galvanized, and vinyl fused.
- 7. Miscellaneous gate hardware, including but not necessarily limited to hinges, latches, drop rods, plunger bards, gate stops, and keeps shall be paid for as an allowance.

## F. Gates Frames:

1. Gate leaf shall have vertical interior bracing at maximum intervals of 8' and shall have horizontal interior member if fabric height is 8' or more. Additional horizontal, vertical or diagonal member may be needed to ensure that the outer member shall not sag more than the lesser of 1% of the gate leaf width or 2".

#### 2. Member sizes:

Gate	O.D.	Weight
Fabric Height	(Inches)	<u>lbs/ft</u>
6' or Less:		
Round tubular (steel)	1.66	1.83
Rectangular tubular (steel)	1.50	1.84
Over 6':		
Round tubular (steel)	1.90	2.28
Rectangular tubular (steel)	2.00	2.52
Interior bracing:		
Round tubular (steel)	1.66	1.83
Rectangular tubular (steel)	1.5	1.84

- G. Attach fabric to gate frame using manufacturers standard connectors and tension rods.
- H. Supply all double gates with gate hold backs.

## 605.04 MEASUREMENT AND PAYMENT

## THE FOLLOWING IS ADDED:

<i>Item</i>	Pay Unit
BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	LINEAR FEET
SINGLE GATE, 4' WIDE, BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	UNIT
DOUBLE GATE, 10' WIDE, BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	UNIT

## SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

#### 606.01 DESCRIPTION

## THE FOLLOWING IS ADDED:

This work shall also include all labor and materials necessary to construct various sidewalks and pads as depicted on the plans and details and as directed in the field by the Engineer.

Concrete Sidewalk, 4" Thick, shall consist of the installation of concrete sidewalk where depicted within the construction plans.

## Protection and Curing.

Concrete surfaces shall be applied with the concrete curing and sealing compound Silencure as manufactured by ChemMasters or approved equal. Approved equals must provide a clear, non-yellowing seal to protect concrete from salt and water penetration. The approved concrete curing and sealing compound must be applied in accordance with the manufacturer's installation procedure.

ChemMasters 300 Edwards Street, Madison, Ohio 44057 Phone 440.428.2105 - 800.486.7866; Fax 440.428.7091

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

#### 606.03 CONSTRUCTION:

## 606.03.02Concrete Sidewalks, Driveways, and Islands

## H. Protection and Curing

#### THE LAST SENTENCE IS CHANGED TO:

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from 2 concrete cylinders field cured according to AASHTO T 23.

## **SECTION 607 - CURB**

## 607.03.02 CONCRETE VERTICAL CURB

THE FOLLOWING IS ADDED:

## Concrete Curb placed in Areas of Milling and HMA Overlay.

When concrete curb is being constructed in areas to be milled and overlayed, the CONTRACTOR shall sawcut the existing HMA or concrete surface, excavate the necessary materials for the new curb, compact the sub grade, install DGA Base Course in accordance with Section 301 and install HMA Base Course in accordance with Section 406 and the details contained on the plans.

## G. Backfilling Curb

THE FOLLOWING IS ADDED:

Backfill the subgrade to the depth required to construct a the Dense-graded Aggregate Base Course and Hot Mix Asphalt 12.5M64 Base Course pavement repair strip as shown on the construction details. Install and compact Dense-graded Aggregate Base Course, Hot Mix Asphalt 12.5M64 Base Course, and Hot Mix Asphalt 9.5M64 Surface Course pavement repair strip, as shown on the plans and as specified herein.

## 607.03.04 Concrete Vertical Curb

THE FOLLOWING IS ADDED: Cedar Brook Park Tennis Courts Improvements Job No. 22003472A When Concrete Curb is placed in areas of Milling and HMA Overlay, sawcutting, excavating, compaction, supply and placement of Hot Mix Asphalt 12.5M64 Base Course (repair strip), will not be measured for payment. All costs thereof shall be included in the prices bid for 10"x18" Concrete Flush Curb.

## **607.04 Measurement and Payment**

## THE FOLLOWING IS ADDED:

Payment for 10"x18" Concrete Flush Curb shall be made at the linear foot price bid in the proposal, which price shall include excavation, backfill, compaction, removal and disposal of pavement, relocation of existing pipe penetrations, supply and installation of the concrete curb, supply and installation of Dense-Graded Aggregate Base Course, Hot Mix Asphalt 12.5M64 Base Course and Hot Mix Asphalt 9.5M64 Surface Course, and all other work and materials required to construct the Concrete Vertical Curb and 2' Pavement Repair Strip as shown on the plans and as specified herein.

THE FOLLOWING IS ADDED:

Item 10" X 18" CONCRETE FLUSH CURB Pay Unit LINEAR FEET

## **DIVISION 700 - ELECTRICAL**

#### SECTION 707 – COMMON PROVISIONS

#### 707.01 DESCRIPTION.

THIS CONTRACT INCLUDES ALL WORK ASSOCIATED WITH THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT FOR THE COMPLETE INSTALLATION OF ELECTRICAL SERVICE TO THE PROPOSED SITE AMENITIES REQUIRING ELECTRIC SERVICE. REFER TO THE UTILITIES & LIGHTING PLAN FOR ADDITIONAL DETAILS, AS WELL AS THE LIGHTING SUMMARY IN THE APPENDIX.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING UNDERGROUND UTILITY SERVICE WHICH WILL INCLUDE ALL CONDUIT, CONDUCTORS, AND REQUIRED RESTORATION FROM EXISTING ELECTRICAL EQUIPMENT.

THIS WORK SHALL INCLUDE ALL UTILITY COORDINATION AND RESTORATION OF ALL DISTURBED SURFACES IN KIND.

THE CONTRACTOR IS RESPONSIBLE FOR SIZING ALL CONDUITS AND CONDUCTORS AND COORDINATING THE EXACT ALIGNMENT OF THE INSTALLATION. THE EXACT ALIGNMENT SHALL BE SUBMITTED TO THE ENGINEER AND OWNER DURING THE SHOP DRAWING REVIEW PROCESS.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE BUILDING AND ELECTRICAL CODES AND OBTAINING ALL APPLICABLE PERMITS. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING ANY PLANS OR COMPLETING ANY DOCUMENTS REQUIRED TO OBTAIN ELECTRIC SERVICE FROM THE UTILITY COMPANY OR PERMITS FROM THE TOWNSHIP. THE TOWNSHIP WILL PAY ANY UTILITY COMPANY FEES DIRECTLY TO THE UTILITY COMPANY.

THE PAY ITEM SITE UTILITY UPGRADES – ELECTRICAL – TENNIS COURTS AND PAY ITEM SITE UTILITY UPGARDES – ELECTRICAL – TENNIS/PICKLEBALL COURTS SHALL INCLUDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PROVIDE ELECTRICAL SERVICE TO ALL SITE AMENITIES REQUIRING ELECTRICAL SERVICE AND FOR INSTALLATION OF EMPTY CONDUIT TO VARIOUS LOCATIONS THROUGHOUT THE SITE, AS DEPICTED ON THE UTILITY PLAN.

CONTRACTOR IS HEREBY NOTIFIED THAT THE ENTIRE PROJECT IS SUBJECT TO SEASONAL HIGH WATER ELEVATIONS CONDITIONS. NO ADDITIONAL TIME SHALL BE ADDED TO THE CONTRACT UNLESS WRITTEN AUTHORIZATION IS PROVIDED AND APPROVED BY THE COUNTY. NO ADDITIONAL PAYMENT SHALL BE MADE FOR ANY ADDITIONAL EFFORT OR MATERIAL RELATED TO WORKING ON A PROJECT WITH SEASONAL HIGH-WATER CONDITIONS.

NO SEPARATE PAYMENT WILL BE MADE FOR EXCAVATION, DEWATERING, CAISSONS, OR TRENCH RESTORATION TO INSTALL THE COMPONENTS OF THE ELECTRICAL SYSTEM AS DESCRIBED IN THESE CONTRACT DOCUMENTS. PAYMENT FOR ALL NECESSARY CONSTRUCTION ACTIVITIES TO PROVIDE A WORKING SPORTS LIGHTING SYSTEM SHALL BE PAID FOR IN THE LUMP SUM PAY ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES – ELECTRICAL – TENNIS COURTS", ALTERNATE B "SITE UTILITY UPGRADES – ELECTRICAL – TENNIS/PICKLEBALL COURTS".

CONTRACTOR IS TO COORDINATE AND PROVIDE THE VOLTAGE TO POLE REQUIREMENTS AND PHASE TO ENCLOSURE TO VENDOR. ALL COORDINATION AND EFFORT FOR THIS SHALL BE PAID FOR UNDER IN THE LUMP SUM PAY ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES – ELECTRICAL – TENNIS COURTS", ALTERNATE B "SITE UTILITY UPGRADES – ELECTRICAL – TENNIS/PICKLEBALL COURTS".

## **SECTION 707.01 - ELECTRICAL**

## PART 1 - GENERAL

#### 1.01 APPLICATION

A. This Section applies to all sections of Division 700 of this project, except as specified otherwise in the individual sections.

## 1.02 SCOPE OF WORK

- A. This specification and accompanying drawings are intended to illustrate the nature of work to be performed in a diagrammatic manner. All labor, material, and equipment necessary for a complete electrical installation shall be included by the Contractor in the submission of his bid.
- B. Appliances, materials or equipment obviously a part of the system necessary for its satisfactory operation, although not specifically mentioned herein nor indicated on the drawings shall be provided by this Contractor without extra cost to the Owner
- C. Material and equipment mentioned and described in this specification shall be supplied complete in all details. Contractors bidding on this project shall insure themselves that the quotations that they use for equipment have been quoted in accordance with the specifications and the drawings. Errors by manufacturer's representatives shall not relieve the Contractor, to provide the proper equipment of the obligation.
- D. Without intending to limit or restrict the volume of work provided by this section of the contract documents, the work is to generally comprise of the following.
  - 1. Installation of new light fixtures as shown on contract drawings.
  - 2. Furnish and install all wire, conduit, light fixtures, panel and all necessary material and equipment for a complete and operating system.

#### 1.03 LAWS, PERMITS, AND REGULATIONS

- A. Obtain and pay for all licenses, certificates and permits required by law, State County, and all Authorities having jurisdiction. Comply with the rules and requirements of the National Board of Fire Underwriters and the National Electric Code (1993 as amended) and with all governing laws, orders, regulations, and building codes. Any deviation shall be reported to the Owner or its representative in writing, for approval.
- B. Certificates of approval from the above authorities shall be delivered to the Owner before final payment may be made. This Contractor shall pay the necessary fees for all inspections and certificates.

## 1.04 CODES, LISTINGS AND STANDARDS:

- A. All electrical work covered by the Contract Documents shall conform to the Requirements of the National Electrical Code.
- B. All equipment and materials for which Underwriters' Laboratories, Inc. provides product listing service shall be Underwriter laboratories' approved and bear the U.L. Label.
- C. Equipment and materials wherever applicable shall conform to the following standards:

- 1. Federal Specifications (Fed. Spec.).
- 2. Illuminating Engineering Society (IES).
- 3. National Electrical Manufacturers Association (NEMA).
- 4. Institute of Electrical and Electronic Engineers (IEEE).
- 5. American National Standards Institute (ANSI).
- 6. Insulated Cable Engineers Associations (ICEA).

## 1.05 PROTECTION OF WORK AND MATERIALS

A. This Contractor shall be responsible for the proper care and protection of all portions of materials delivered and work prepared by him until completion and acceptance of the work and the issue of certificates in final payment.

## 1.06 MATERIALS AND WORKMANSHIP

- A. All materials shall be new, recently manufactured and of the best quality.
- B. All work shall be performed in a first-class, neat and workman-like manner by mechanics skilled in their trades.
- C. Where the words "provide" and "supply" are used in the specifications or on the drawings, they shall be understood to mean the complete work in connection therewith, that is, furnishing, installing, testing, connecting, and warrantees of the items specified.

## 1.07 SHOP DRAWINGS

A. After contract award, the Contractor shall submit all shop drawings for approval within two (2) weeks.

## 1.08 PERFORMANCE OF EQUIPMENT

- A. All materials, equipment, and appurtenances of any kind shown on the drawings, hereinafter specified, or required for the completion of the work in accordance with the intent of these specifications, shall be completely satisfactory and acceptable as regards operation, performance and capacity.
- B. No acceptance, written or verbal, of any drawings, descriptive data or samples of such material, equipment and/or appurtenances shall relieve the Contractor of his responsibility to turn over the complete heating, ventilating, and air conditioning installation to the Owner in perfect working order and in complete conformance with the drawings and specifications at the completion of the work.
- C. Operation, capacity or performance of which does not comply with the requirements of the drawings or specifications, or which is damaged prior to acceptance by the Owner will be held to be defective material and shall be removed and replaced with proper and acceptable materials, equipment and/or appurtenances, or put in proper working order, satisfactory to the Engineer without additional cost to the Owner.
- D. All moving parts of equipment and appurtenances, shall be properly lubricated by the Contractor and shall be started up and tested by him.
- E. All equipment shall operate without objectionable noise or vibration as determined by the Engineer. If such objectionable noise or vibration should be produced and transmitted to occupied portions of the building by apparatus, piping, ducts or other parts of the work, any necessary changes, as approved, shall be made without cost to the Owner.

#### 1.09 DELIVERY AND STORAGE

A. Equipment and materials shall be properly stored, adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the Engineer. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Outdoor storage of cable will not be permitted. Damaged or defective items, in the opinion of the Owner's representative, shall be replaced with new items at no additional cost to the Owner.

#### 1.10 CATALOGED PRODUCTS

A. Materials and equipment shall be the cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be manufacturer's latest standard design that complies with the specification requirements.

#### 1.11 MANUFACTURER'S RECOMMENDATION

A. Where installation procedures are specified to comply with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the Owner prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

## 1.12 MECHANICAL REQUIREMENTS

A. Conduit and cables as indicated on the drawings/specifications for mechanical equipment, supplied by others, shall be included under this division.

## 1.13 COORDINATION

A. Electrical work shall be coordinated with Owner's representative and other trades involved in the construction project. Electrical components of mechanical equipment, such as motors, motor starters, control or pushbuttons stations, floats or pressure devices and other devices functioning to control mechanical equipment which are not explicitly shown on the contract drawings but specified in the appropriate sections shall be installed and wired under Division 16 work. All work shall be carefully laid out in advance, coordinating electrical features with architectural, structural and mechanical features of construction. The conduit layout proposed on the utility plan is for bidding purposed only. The contractor shall submit shop drawings for their proposed final layout prior to construction.

## 1.14 COORDINATION WITH UTILITIES AND OWNER:

- A. Contractor shall comply with all local Power Company requirements.
- B. Contractor shall contact the local Telephone Company and arrange for the installation of a voice grade line suitable for use with the remote alarm dialer.

#### 1.15 ENCLOSURES

A. Furnish NEMA enclosures to suit location classification, unless otherwise shown on the drawings, or referenced in the specifications. The outdoor area shall be considered as requiring NEMA 4X rated equipment.

#### **PART 2 - PRODUCTS**

## 2.01 MATERIALS AND EQUIPMENT

A. All materials, equipment, and devices shall, as a minimum, meet the requirements of UL where UL Standards are established for those items, and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

#### 2.02 CONDUITS AND FITTINGS

- A. Conduit shall be P.V.C. in accordance with all necessary Electrical Codes and requirements. The minimum conduit size shall be 3/4". If utilized, flexible metal conduit shall be in accordance with UL.1
- B. Fittings for metal conduits, electrical metallic tubing and flexible metal conduit shall be in accordance with UL 514. All ferrous fittings shall be cadmium- or zinc-coated in accordance with UL 514. All P.V.C. fittings shall be in accordance with all necessary Electrical Codes and requirements.
- C. Split couplings are not acceptable.

#### 2.03 OUTLET BOXES AND COVERS

- A. Outlet boxes and covers shall be cadmium- or zinc-coated if of ferrous metal and shall conform to UL 514
- B. Cabinets, junction boxes, and pull boxes (with volume greater than 100 cubic inches) shall conform to UL 50. Cabinets, junction boxes, and pull boxes shall be hot-dip zinc-coated if of sheet steel.

#### 2.04 WIRES AND CABLES

A. Wires and cables shall meet the applicable requirements of NFPA 70 and UL for the type of insulation, jacket, and conductor specified or indicated. Wires and cables manufactured more than 12 months prior to date of delivery to the site shall not be used.

#### 2.05 CONDUCTORS

A. Conductors No. 10 AWG and smaller shall be solid, and those No. 8 AWG and larger shall be stranded. Unless indicated otherwise, conductor sizes shown are based on copper. All conductors indicated to be No. 6 AWG and smaller shall be copper. All conductors indicated to be No. 4 AWG and larger shall be either copper or aluminum, at the Contractor's option, unless the type of conductor material is specifically indicated, specified, or required by equipment manufacturer.

## 2.06 EQUIPMENT MANUFACTURER REQUIREMENTS

A. Where Contractor provides equipment whose manufacturer requires copper conductors at the terminations, or requires that only copper conductors be provided between components of equipment, it shall be the Contractor's responsibility to provide copper conductors, or all necessary splices, splice boxes, and other work required to satisfy manufacturer's requirements.

## 2.07 MINIMUM CONDUCTOR SIZES

- A. Minimum size for branch circuits shall be No. 12 AWG; for Class 1 remote control and signal circuits, No. 14 AWG; and for Class 2 low-energy remote control and signal circuits, No. 16 AWG.
- B. Provide for all service, feeder, branch, control, and signalizing circuit conductors. Color shall be green for grounding conductors, and white for neutrals, except where neutrals of more than one system are installed in same raceway or box, the other neutral shall be white with a colored (not green) stripe. The color of the undergrounded conductors in different voltage systems shall be as follows:

3-phase systems	120/208 volts	277/480 volts
Phase A:	black	yellow
Phase R.	red	brown

Phase C: blue orange

<u>1-phase systems</u> <u>120/240 volts</u>

phase: black phase: red

#### 2.08 INSULATION

A. Unless specified or indicated otherwise, or required to be otherwise by NFPA 70, all power wires shall be 600 volt, type THW, THWN, XHHW, or RHW, except that grounding wire may be type TW; remote control and signal circuits shall be type TW, THW or TF.

#### 2.09 SPLICES AND TERMINATION COMPONENTS

A. Splices and termination components shall conform to UL 486A and UL 486B, as applicable for wire connectors, and UL 510 for insulating tapes. Connectors for wires No. 10 AWG and smaller shall be insulated pressure-type in accordance with UL 486A or UL 486C (twist-on splicing connector). Provide solderless terminal lugs on stranded conductors.

## 2.10 SWITCHES

A. Switches serving as motor-disconnect means shall be horsepower rated. Provide heavy duty type switches where indicated, where switches are rated higher than 208 volts, and for double throw switches. Fused switches shall utilize Class R fuseholders and fuses, unless indicated otherwise.

#### **2.11 FUSES**

- A. Provide a complete set of fuses for each fusible switch. Time-current characteristics curves of fuses serving motors or connected in series with circuit breakers or other circuit protective devices shall be coordinated for proper operation; submit coordination data for approval. Fuses shall have a voltage rating not less than the circuit voltage.
  - 1. Fuses shall conform to UL 198C, Class J for 0 to 600 Amps and Class L for 601 to 6000 Amps.

#### 2.12 MOTORS

A. Motors shall be NEMA MG1, except sealed (hermetic type) motor compressors shall meet UL 984. Determine specific motor characteristics to insure provision of correctly sized starters and overload heaters. Motors shall be designed to operate at full capacity with a voltage variation of plus or minus 10 percent of the motor voltage rating.

## 2.13 PANELBOARDS

A. Panelboards for use as service disconnecting means shall additionally conform to UL 869. Panelboards shall be circuit breaker equipped. Design shall be such that any individual breaker can be removed without disturbing adjacent units or without loosening or removing supplemental insulation supplied as a means of obtaining clearances as required by UL. Where "spare" is indicated, make provisions for the future installation of a breaker sized as indicated. All panelboards locks included in the project shall be keyed alike. Directories shall be typed to indicate load served by each circuit and mounted in a holder behind transparent protective covering.

## 2.14 PANELBOARD BUSES

A. Support bus bars on bases independent of the circuit breakers. Main buses and back pans shall be designed so that breakers may be changed without machining, drilling, or tapping. Provide an isolated neutral bus in each

panel for connection of circuit neutral conductors. Provide a separate ground bus marked with a green stripe along its front and bonded to the steel cabinet for connecting grounding conductors. Buses shall be copper.

#### 2.15 CIRCUIT BREAKERS

A. Circuit breakers shall be ambient compensated thermal magnetic type with interrupting capacity of 22,000 amperes symmetrical minimum. Breaker terminals shall be UL listed as suitable for the type of conductor provided. Plug-in circuit breakers are acceptable.

## 2.16 MULTIPOLE BREAKERS

A. Provide common-trip type with a single operating handle. Breaker design shall be such that an overload in one pole automatically causes all poles to open. Maintain phase sequence throughout each panel so that any three adjacent breaker poles are connected to Phases A, B, and C, respectively.

#### **PART 3 - EXECUTION**

## 3.01 GENERAL REQUIREMENTS

A. Electrical installation shall conform to the requirements of NFPA 70, State and Local Codes, and to the requirements specified herein.

#### 3.02 WIRING METHODS

A. Wiring method shall be insulated conductors installed in conduit, except where specifically indicated or specified otherwise, or required by NFPA 70 to be installed otherwise. An insulated equipment grounding conductor shall be provided in all feeder and branch circuits, including lighting circuits.

## 3.03 CONDUIT INSTALLATION

A. Keep conduit at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install conduit parallel with or at right angles to ceilings, walls, and structural members where located above accessible ceilings and where conduit will be visible after completion of project.

#### 3.04 CONDUIT SUPPORT

- A. Support conduit by pipe straps, wall brackets, hangers or ceiling trapeze. Fasten by wood screws to wood; by toggle bolts on hollow masonry units; by concrete inserts of expansion bolts on concrete or brick; by machine screws, welded threaded studs, or spring-tension clamps on steel work. Threaded C-clamps may be used on rigid steel conduit only. Do not weld conduits or pipe straps to steel structures. The load applied to fasteners shall not exceed one-fourth of the proof test load. Fasteners attached to concrete ceiling shall be vibration and shock resistant. Holes cut to a depth of more than 1-1/2-inches in reinforced concrete beams or to a depth of more than 3/4-inch in concrete joints shall not cut the main reinforcing bars. Fill holes that are not used.
- B. Make changes in direction of runs with symmetrical bends or cast-metal fittings. Make field-made bends and offsets with a hickey or conduit-bending machine. Do not install crushed or deformed conduits. Avoid trapped conduits. Prevent plaster, dirt, or trash from lodging in conduits, boxes, fittings, and equipment during construction. Free clogged conduits of all observations.
- C. Install pull wires in empty conduits in which wire is to be installed by others. The pull wire shall be No. 14 AWG zinc-coated steel or plastic having not less than 200 pounds tensile strength. Leave not less than 12 inches of slack at each end of the pull wire.
- D. Fasten conduits to sheet metal boxes and cabinets with two locknuts where required by NFPA 70. Where insulated bushings are used, and where bushings cannot be brought into firm contact with the box; otherwise,

use at least a single locknut and bushing. Locknuts shall be the type with sharp edges for digging into the wall of metal enclosures. Install bushings on the ends of conduits and provide insulating type where required by NFPA 70.

E. Flexible connections of short length shall be provided for equipment subject to vibration, noise transmission, or movement; and for all motors. Liquid-tight flexible conduit shall be used in wet locations. A separate ground conductor shall be provided across flexible connections.

## 3.05 BOXES, OUTLETS, AND SUPPORTS

- A. Provide boxes in the wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be of cast-metal hub type when located in normally wet locations, when surface mounted on outside of exterior surfaces or when exposed up to 7 feet above interior floors and walkways, and when installed in hazardous areas. Boxes in other locations shall be sheet steel. Each box shall have the volume required by NFPA 70 for the number of conductors enclosed in the box. Boxes for use in masonry block or tile walls shall be square-cornered tile-type, or standard boxes having square-cornered tile-type covers. Provide gaskets for cast-metal boxes installed in wet locations and boxes installed flush with the outside of exterior surfaces. Fasten boxes and supports with wood screws on wood, with bolts and expansion shields on concrete or brick, with toggle bolts on hollow masonry units, and with machine screws or welded studs on steel work. Threaded studs driven in by power charge and provided with lockwashers and nuts or nail-type nylon anchors may be used in lieu of wood screws, expansion shield, or machine screws.
- B. In open overhead spaces, cast boxes threaded to raceways need not be separately supported except where used for fixture support. Support sheet metal boxes directly from the building structure or by bar hangers. Where bar hangers are used, attach the bar to raceway on opposite sides of the box and support the raceway with any approved type fasteners not more than 24 inches from the box. When penetrating reinforced-concrete members, avoid cutting any reinforcing steel.
- C. Construct of not less than the minimum size required by NFPA 70 of code-gauge aluminum or galvanized sheet steel, except where cast-metal boxes are required in locations specified above, Furnish boxes with screw-fastened covers. Where several feeders pass through a pull box, tag the feeders to indicate clearly the electrical characteristics, circuit number, and panel designation.

#### 3.06 CONDUCTOR IDENTIFICATION

A. Provide conductor identification within each enclosure where a tap, splice, or termination is made. For conductors No. 6 or smaller, color coding shall be by factory-applied color-impregnated insulation. For conductors No. 4 and larger, color coding shall be by plastic-coated self-sticking markers. Colored nylon cable ties and plates, or heat-shrink type sleeves. Identify control circuit terminations.

#### 3.07 SPLICES

A. Make splices in accessible locations. Make splices in conductors No. 10 AWG and smaller with an insulated pressure type connector. Make splices in conductors No. 8 AWG and larger with a solderless connector and cover with an insulation material equivalent to the conductor insulation.

#### 3.08 COVERS AND DEVICE PLATES

A. Install with all four edges in continuous contract with finished wall surfaces without the use of mats or similar devices. Plaster fillings will not be permitted. Plates shall be installed with an alignment tolerance of 1/16-inch. The use of sectional type device plates will not be permitted. Plates installed in wet locations shall be gasketed.

## 3.09 GROUNDING AND BONDING

A. Ground all exposed non-current-carrying metallic parts of electrical equipment, metallic raceway systems, grounding conductor in non-metallic raceways, and neutral conductor or wiring systems. Make ground connection at the main service equipment and extend grounding conductor to the point of entrance of the metallic water service. Make connection to the water pipe by a suitable ground clamp or lug connection to a plugged Tee. If flanged pipes are encountered, make connection with the lug bolted to the street side of the flanged connection. Supplement the metallic water service grounding system with an additional make electrode in compliance with NFPA 70. Where ground fault protection is employed, take care that the connection of ground and neutral does not interfere with the correct operation of the fault protection.

## 3.10 GROUNDING CONDUCTOR

A. Provide an insulated, green colored equipment grounding conductor in all feeder and branch circuits. This conductor shall be separate from the electrical system neutral conductor.

## 3.11 REPAIR OF EXISTING WORK

A. Lay out the work carefully in advance. Where cutting, channeling, chasing, or drilling of floors, walls partitions, not ceilings, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, do this work carefully. Repair any damage to buildings, piping, or equipment using mechanics of the trades involved.

## 3.12 TESTING

- A. The Contractor shall provide all test equipment and personnel and submit written copies of all test results.
- B. Test all 600-Volt wiring to verify that no short circuits or accidental grounds exist. Perform 25 insulation resistance tests on all wiring No. 6 AWG and larger using an instrument which applies a voltage of approximately 500 Volts to provide a direct reading of resistance; minimum resistance shall be 250,000 Ohms.
- C. Test the grounding system to assure continuity and that the resistance to ground is not excessive.
- D. Tests as required for all component parts of the complete installation shall be performed by the contractor to demonstrate the satisfactory functioning of all electrically operated equipment and wiring and the adequacy of the entire electrical system.
- E. Any equipment or materials furnished and/or installed under this contract which fails under tests shall be repaired or replaced and then retested until satisfactory results are obtained, entirely at the expense of the contractor. He shall assume full responsibility for the proper functioning and quality of all electrical installations to the extent that any breakdowns, deficiencies or deteriorations caused by poor workmanship, inferior equipment furnished by the contractor, materials or method of installation shall be promptly remedied, replaced or repaired by the contractor.

## **SECTION 707.02 - CODES AND FEES**

#### PART 1 - GENERAL

## 1.01 APPLICABLE CODES AND REQUIREMENTS

#### A. Conformance:

1. All work, equipment and materials furnished shall conform with the existing rules, requirements and specifications of the Insurance Rating Organization having jurisdiction, the National Electrical Code(NEC), the National Electric Manufacturers Association(NEMA), the Institute of Electrical Engineers(IEEE), the Insulated Cable Engineers Association (ICEA), the American Society of Testing Materials(ASTM), the

American National Standards Institute(ANSI), the Illumination Engineering Society(IES), the requirements of the Occupational Safety Hazards Act(OSHA) and all other applicable Federal, State and local laws and/or ordinances.

B. All material and equipment shall bear the UL inspection labels if the material and equipment is of the class inspected by said laboratories.

# C. Non-Conformance:

1. Any paragraph of requirements in these Specifications, or Drawings, deviating from the rules, requirements and specifications of the above organizations shall be invalid and their requirements shall hold precedent thereto. The CONTRACTOR shall be held responsible for adherence to all rules, requirements and specifications as set forth above. Any additional work or material necessary for adherence will not be allowed as an extra, but shall be included in the bid price. Ignorance of any rule, requirement or specification shall not be allowed as an excuse for nonconformity. Acceptance by the ENGINEER does not relieve the CONTRACTOR from the expense involved for the correction of any errors which may exist in the Drawings submitted or in the satisfactory operation of any equipment.

# D. Certification:

1. Upon completion of the work, the CONTRACTOR shall obtain certificates of inspection and approval from the National Board of Fire Underwriters or similar inspection origination having jurisdiction and shall deliver same to the Owner's representative.

# 1.02 FEES

A. The contractor is responsible for obtaining all applicable permits for the project and preparing any documents required to obtain those permits.

# **SECTION 707.03 - TESTS**

# **PART 1 - GENERAL**

# 1.01 CONTRACTOR'S RESPONSIBILITIES

- A. Performance and Witness of Tests. The CONTRACTOR shall furnish all instruments and a qualified technician to properly perform all tests required. Written notice of all tests shall be given the Owner's representative at least one week in advance.
- B. Unless waived in writing by the Owner's representative, all tests shall be made in the presence of a duly authorized representative of the Owner. When the presence of such representative is so waived, sworn statements, in duplicate, of the tests made and the results thereof shall be furnished to the Owner's representative by the CONTRACTOR.
- C. All electrical circuits shall be tested to ensure circuit continuity, insulation resistance, proper rotation, proper splicing and freedom from improper grounds.
- D. Necessary adjustments shall be made in cooperation with the respective manufacturers and other contractors when necessary. All tests shall be made in accordance with the latest standards of the ANSI, ICEA, IEEE and NEMA.
- E. Cost of all tests shall be borne by the CONTRACTOR and shall be included in the bid price.

# 1.02 PROCEDURE

- A. 600 Volt and Below Equipment. Each panel shall be tested with mains disconnected from the feeder, branches connected, branch circuit breakers closed, all fixtures in place and permanently connected, lamps removed or omitted from the sockets, and all wall switches closed. Feeders shall be tested with the feeders disconnected from the panels. Each individual power circuit shall be tested at the panel or motor control center with the power equipment connected for proper operation.
- B. "Megger" tests of the insulation resistance of rotating machines and power feeders shall be conducted. The results will be accepted when the megger shows the insulation resistance to be not less than one megohm per 1000 volts at 20°C using a 1,000 volt megger.
- C. The grounding system shall have a resistance to ground of three ohms or less when measured by a "megger" or equivalent device.

# 1.03 DOCUMENTATION

- A. The work of this Section is in addition to and does not supersede testing and adjusting specified in other sections of the Specifications.
- B. The CONTRACTOR shall submit to the Owner's representative, test records and reports for all testing.
- C. Meggering (Insulation Resistance Test) of all incoming and outgoing cables, distribution and power panels, motor controls, etc., shall be done after the cables are in place, and just prior to final termination.
- D. The CONTRACTOR shall furnish all test equipment as required for testing as specified herein. All equipment shall be calibrated and carry current calibration labels from an agency regularly engaged in such work.
- E. No portion of the power system shall be energized until all tests are made and results are acceptable to the Owner and his representative.

# **SECTION 707.04 - IDENTIFICATION**

# **PART 1 - GENERAL**

# 1.01 WORK INCLUDED

- A. The types of electrical identification specified in this Section include, but are not limited to, the following:
  - 1. Wiring numbering
  - 2. Operational instructions and warnings
  - 3. Danger signs
  - 4. Equipment/system identification signs

# 1.02 NAMEPLATES

A. All of electrical equipment such as panelboards, control panels, switches and similar devices shall be provided with a nameplate permanently mounted in an appropriate location.

# 1.03 WIRING LABELS

A. Each wire and cable shall be identified and tagged with a unique number using wire markers.

# **PART 2 - PRODUCTS**

# 2.01 NAMEPLATES

- A. Material: Nameplates shall be made of engraved laminated plastic with black letters on white background. Wire markers shall be cloth type similar to Brady markers.
- B. Manufacturer's data, electrical identification: The CONTRACTOR shall submit product specifications and installation instructions for each identification material and device required.
- C. Identification samples: The CONTRACTOR shall submit samples of each color, lettering style and other graphic representation required for each identification material or system.

# 2.02 LETTERING AND GRAPHICS

A. General: The CONTRACTOR shall coordinate names, abbreviations and other designations used in the electrical identification work, with the corresponding designations shown, specified or scheduled. The CONTRACTOR shall provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification and operation/maintenance of the electrical systems and equipment.

# **PART 3 - EXECUTION**

#### 3.01 NAMEPLATES

A. Installation: Nameplates shall be securely screwed to equipment with brass or stainless steel screws. The utilization of glue and adhesives will not be permitted.

# 3.02 WIRING LABELS

A. Each wire and cable shall be identified with a unique number on each end, at each termination, at each splice point, and wherever wiring passes through panels, junction/pull boxes. Identification labels shall completely encircle wires/cables and shall be firmly attached.

#### 3.03 OPERATIONAL IDENTIFICATION AND WARNINGS

A. General: Wherever necessary to ensure safe and efficient operation/maintenance of the electrical systems, and/or equipment, install special instruction/warnings via plastic signs or nameplates. Where detailed instructions or explanations are needed, the CONTRACTOR shall provide plastic tags with clearly written messages adequate for the intended purposes.

# **SECTION 707.05 - CONDUITS**

# **PART 1 - GENERAL**

# 1.01 WORK INCLUDED

- A. Under this Section, the CONTRACTOR shall furnish and install all conduits and conduit fittings to complete the installation of all electrically operated equipment, as shown, specified, or required.
- B. All exposed conduits shall be P.V.C. except as otherwise shown. Concrete encased or conduits shall be rigid galvanized steel. Direct burial conduits shall be P.V.C.

C. All conduit connections to motors, transformers, solenoids, equipment with vibration/movement considerations shall be made with flexible watertight conduit.

# 1.02 CONDUIT LAYOUTS DIAGRAMMATIC

A. The Contract Drawings indicate the general location of conduits both exposed and concealed; however, the CONTRACTOR shall install these conduits in such a manner to avoid all interferences.

# **PART 2 - PRODUCTS**

# 2.01 PLASTIC COATED CONDUITS AND FITTINGS

- A. Plastic coated steel conduits and fittings shall consist of rigid galvanized steel conduit covered with bonded 40 mil minimum PVC jacket as manufactured by Robroy Industries "Plasti-Bond", Occidental coating Co. "Ocal-40", or equal.
- B. Plastic coated conduits shall be installed in conjunction with plastic 40 mil coated fittings, boxes, unions, control stations, supports, clamps etc.
- C. Field application of plastic coatings shall not be permitted

# **PART 3 - EXECUTION**

# 3.01 RIGID CONDUITS AND FITTINGS

- A. Installation: Except as shown, the minimum size conduit permitted is 3/4 inch for exposed work and one inch for conduit encased in concrete or mortar.
- B. All bolts and hardware for fastening, etc., shall be cadmium plated.
- C. Each piece of conduit installed shall be free from blisters and other defects. Each piece installed shall be cut square, taper reamed and a coat of conductive sealing compound (T&B Kopr-shield) applied to threads. Conduit connections shall be screwed tight with only incomplete threads exposed. All conduit joints shall be made with standard couplings and the ends of the conduit shall butt tightly into the couplings. In exposed work only, where standard couplings cannot be used, only Erickson couplings will be permitted, or as otherwise accepted by the ENGINEER.
- D. Conduit threaded in the field shall have standard sizes and lengths.
- E. Conduits shall not contain the equivalent of four 90-degree bends without the use of a pull/junction box approved for the purpose and in accordance with National Electric Code.
- F. Factory bent elbows or field bent elbows with approved tools may be used. Heating of conduit to facilitate bending is prohibited with the exception of PVC conduit where nonstandard bends are required.
- G. All exposed conduit shall be installed, either parallel or perpendicular to structural members, unless impractical, and shall be grouped wherever possible. Conduit shall be attached to structural components with approved supports spaced a minimum of 6 feet apart and shall form a neat rigid installation. Conduit supported from building walls shall be installed with at least 1/4-inch clearance from the walls to prevent the accumulation of dirt and moisture behind the conduit.
- H. PVC coated rigid galvanized steel conduit shall be installed using leather strap wrenches and vise approved for the purpose.

- I. Conduit and/or conduit fittings shall not be welded together or to any steel structure; however, conduit supports may be welded to flanges of steam beams, columns, etc., in accordance with approved welding techniques and engineering practice.
- J. Approved conduit expansion joints shall be provided wherever conduit crosses a structural expansion joint, is attached between two separate structures, and wherever the conduit run is 100 ft. or more in a single straight length.
- K. All conduit extending through the floor behind panels or into control centers or similar equipment shall extend a minimum of six inches above the floor elevations, with no couplings at floor elevations.
- L. Conduit installed in concrete or other masonry shall be so arranged that a minimum of three inches of covering is obtained. Spacing between conduits shall be sufficient to permit a complete filling with concrete or mortar without voids.
- M. Conduits runs shall be installed in such locations as to avoid steam, hot water, or equipment exhaust pipes. A minimum separation of 12 inches shall be maintained where conduit crosses/parallels surfaces with temperatures exceeding 104 degrees F (40 degrees C). Where it is impractical to maintain 12 inches of separation, the contractor shall insulate the source of high temperature as approved by the Engineer.
- N. All cutting, channeling and drilling of holes through walls, floors, foundations, and ceilings, required for the correct installation of the electrical work, shall be done by and repaired by the Contractor. The cost of cutting and patching shall be included in the bid. All work shall be finish painted (prime coat and two (2) finish coats) to match the existing finishes. All incidental damage to existing wall, structures etc. shall be refinished to the satisfaction of the owner representative.
- O. The cutting of walls or floors for conduit shall be kept to a minimum. Where such cutting is absolutely necessary, care shall be taken so as not to weaken the walls or floor involved. Beams or other structural supports shall not be cut under any condition, except as approved in writing by the Engineer.
- P. Conduit shall be protected immediately after installation by installing flat non-corrosive metallic discs and steel bushings, designed for this purpose, at each end. Discs shall not be removed until it is necessary to clean the conduit and pull wire and cable. Before wire or cable is pulled, insulated bushings shall be installed at each end of the conduit.
- Q. Where all thread nipples are used between fittings and electrical equipment, they shall be so installed that no threads are exposed.
- R. Connections from rigid conduit to motors, limit switches, solenoid valves, level controls, etc., shall be made with short lengths of liquid-tight flexible neoprene jacketed metal conduit. These lengths shall be provided with appropriate connectors with devices which will provide an excellent electrical connection between equipment and the rigid conduit for the flow of ground current.
- S. Conduit buried in the earth shall be a minimum of 24 in. below grade and shall be encased in "red" concrete with a minimum of three in. of cover over the conduit.
- T. Conduit passing through the walls of buildings below grade shall be installed with appropriate watertight fittings to prevent the entrance of groundwater around the periphery of the conduits and shall terminate with waterseal fittings to preclude the entrance of water into the termination device/box/enclosure via the conduit. Conduits shall be sloped away from the buildings to provide drainage away from the building wall.
- U. Conduit attachment to electrical equipment, such as sheet steel junction boxes, pullboxes, switches, etc., shall be made with double steel locknuts. Threaded insulated bushings shall be used on the end of each conduit terminating in such equipment. All other termination such as cast boxes shall use threaded hubs.

 Conduits passing through sleeves in interior walls and floors shall be tightly sealed with an NFPA approved fire rated caulk.

# 3.02 HAZARDOUS LOCATIONS

- A. All conduit work in hazardous locations shall be performed in accordance with Article 500 of the National Electric Code, as shown on the contract drawings and as specified herein.
- B. Conduit entering/exiting any hazardous Class I Division II areas shall have seal fittings installed for the purpose at the barrier between the two areas. A sealing compound ("Chico") shall be poured into fitting(s) after all wiring has been installed and accounted for.
- C. Seal fittings shall also be installed at all devices, control stations, lighting fixtures, etc. which are not factory sealed and UL listed for hazardous locations.
- D. Flexible conduit, solenoid valves, control stations, fittings, junction boxes, etc. utilized in hazardous locations shall be UL listed for use in hazardous areas.
- E. Conduit sleeves/penetrations through floors and walls of hazardous areas shall be thoroughly sealed around the outside with non-shrink grout across the entire floor or wall thickness.

# **SECTION 707.06 – CONTROL**

# **CONTROL**

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email).
- D. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- E. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- F. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of

luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility
- 2. Report hours saved by using early off and push buttons by users.
- G. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- H. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

# SECTION 707.07 – MEASUREMENT AND PAYMENT

# THE FOLLOWING PAY ITEMS HAVE BEEN ADDED:

# If Alternate A or B or both is/are awarded, the following is added:

The pay items "Site Utility Upgrades – Electrical – Tennis Courts" and "Site Utility Upgrades – Electrical - Tennis/ Pickleball Courts" shall include all materials, labor and equipment necessary to provide electrical service to all site amenities requiring electrical service and for installation of empty conduit to various locations throughout the site, as depicted on the utility plan. Remote Lighting Control System shall be paid for through the pay items "Site Utility Upgrades – Electrical – Tennis Courts" and "Site Utility Upgrades – Tennis/Pickleball Courts". Any additional equipment or materials needed to bring in the necessary power to run the proposed site amenities shall be paid for through the pay item "Site Utility Upgrades – Electrical – Tennis Courts" and "Site Utility Upgrades – Electrical - Tennis/Pickleball Courts".

The pay items "Sports Lighting System – Tennis Courts" and "Sports Lighting System – Tennis/Pickleball Courts" shall include all materials, labor, and equipment necessary to furnish and install the parking lot lighting system. This is inclusive of all materials, such as precast foundations, caissons, dewatering, wiring, conduit, poles, lighting fixtures, and all other aspects of the parking lot lighting system required to provide a complete and functional parking lot lighting system. The parking lot lighting shall be powder coated black. The foundation design shall be signed and sealed by a license P.E. in the state of New Jersey. Shop Drawings are required to be approved prior to the ordering of all materials.

Pay Item:	<u>Pay Unit:</u>
SITE UTILITY UPGRADES – ELECTRICAL – TENNIS COURTS	LUMP SUM
SITE UTILITY UPGRADES – ELECTRICAL – TENNIS/PICKLEBALL COURTS	LUMP SUM
SPORTS LIGHTING SYSTEM – TENNIS COURTS	LUMP SUM
SPORTS LIGHTING SYSTEM – TENNIS/PICKLEBALL COURTS	LUMP SUM

# **DIVISION 800 – LANDSCAPING**

# SECTION 802 – TRIMMING AND REMOVING TREES

# 802.01 DESCRIPTION.

THE FOLLOWING IS ADDED:

This work shall also consist of trimming trees, if & where directed in the field by the Engineer.

# 802.04 MEASUREMENT AND PAYMENT.

No separate payment shall be measured for the tree trimming of existing trees. All costs associated with the removal of existing trees shall be included in the Item CLEARING SITE.

No separate payment shall be measured for the removal of existing trees and stumps. All costs associated with the removal of existing trees and stumps shall be included in the Item CLEARING SITE.

# SECTION 804 – TOPSOILING SPREADING

# 804.01 DESCRIPTION

THIS SUBSECTION IS CHANGED TO:

This section describes the requirements for preparing, screening and placing topsoil stripped from the project site if deemed acceptable for use as topsoil. This Section also describes the requirement for preparing, screening and placing topsoil imported from off-site approved sources.

# 804.02 MATERIALS

# 804.03 CONSTRUCTION

804.03.01 Topsoil Spreading

THE FOLLOWING IS ADDED TO the SECOND PARAGRAPH:

If on-site stripped topsoil is deemed acceptable, screen first the stripped topsoil to remove all stones equal to or larger than ½ inch in any dimension and other debris such as tree roots, clods, lumps, wires, cables, piece of concrete, piece of asphalt and other deleterious substances. Add pulverized limestone at the rate of 100 lbs. per 1,000 square feet to all screened topsoil, on-site and off-site. Bring screened topsoil in excess of that obtained from stripping.

# 804.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

*Item* TOPSOILING, 4" THICK

Pay Unit SQUARE YARD

A TOPSOIL SAMPLE SHALL BE PROVIDED TO THE PROJECT LANDSCAPE ARCHITECT FOR ANALYSIS PRIOR TO ANY MATERIAL BEING DELIVERED TO THE SITE.

Cedar Brook Park Tennis Courts Improvements Job No. 22003472A Page SP37 of SP42

THE PRICE BID FOR THE ABOVE ITEM SHALL INCLUDE ALL REQUIREMENTS IN THE STANDARD SPECIFICATIONS, THE ABOVE SPECIFICATIONS AND ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED FOR THE FURNISHING, PLACING/INSTALLING AND FINISHING OF SAID ITEMS AS SET FORTH IN THE BID DOCUMENTS.

# SECTION 806 - FERTILIZING AND SEEDING

#### 804.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

A. Seed Varieties: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

Seed Species: Seed of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:

	<b>Botanical Name</b>
0.00 %	Festuca arundinacea, 'Fawn'
00 %	Lolium nerenne 'Shining Star'

15.00 % Poa pratensis, 'Shamrock' 15.00 % Poa pratensis, 'Volt'

10.00 % Lolium multiflorum

pratensis, 'Shamrock'

100.00 %

**Seeding Rate:** 75-150 lb per acre, or 3-5 lb per 1,000 sq ft

Item
FERTILIZING AND SEEDING, TYPE A-4

**Common Name** 

Tall Fescue, 'Fawn'
Perennial Ryegrass, 'Shining Star' (turf type)
Kentucky Bluegrass, 'Shamrock'
Kentucky Bluegrass, 'Volt'
Annual Ryegrass

Pay Unit SQUARE YARD

THE PRICE BID FOR THE ABOVE ITEM SHALL INCLUDE ALL REQUIREMENTS IN THE STANDARD SPECIFICATIONS, THE ABOVE SPECIFICATIONS AND ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED FOR THE FURNISHING, PLACING/INSTALLING AND FINISHING OF SAID ITEMS AS SET FORTH IN THE BID DOCUMENTS.

# **SECTION 809 – MULCHING**

#### 809.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Item Pay Unit
STRAW MULCHING SQUARE YARD

THE PRICE BID FOR THE ABOVE ITEMS SHALL INCLUDE ALL REQUIREMENTS IN THE STANDARD SPECIFICATIONS, THE ABOVE SPECIFICATIONS AND ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED FOR THE FURNISHING, PLACING/INSTALLING AND FINISHING OF SAID ITEMS AS SET FORTH IN THE BID DOCUMENTS.

THE FOLLOWING DIVISIOIN IS ADDED:

# **DIVISION 1100 – SPORTS EQUIPMENT**

# **SECTION 1101 - TENNIS AND PICKLEBALL COURTS**

# 1101.01 Description.

This work shall consist of all labor, materials, and equipment necessary for the furnishing and installation of Sport Field Appurtenances. Sport Field Appurtenances includes tennis nets and posts. This work shall include but not limited to all necessary excavation, installation of sport field appurtenance, footings, and related anchoring as shown on the plans and as specified herein. Color of the equipment shall be as noted below, selected by the Owner. The Contractor shall coordinate the color selection with the Engineer for approval by the Engineer and Owner prior to ordering the equipment.

# 1101.02 Materials

Materials required shall include but not be limited to the following as manufactured by: Jaypro Sports, LLC (www.shop.jayprosports.com)

Tennis Net – Model TTN-3 \*
Tennis Net Posts – Model STP-200 \*

Concrete for center anchors shall be 4500 psi concrete.

\*These items are as manufactured by Jaypro Sports, LLC or approved equal

# 1101.03 Method of measurement.

The quantity of nets and posts for which payment will be made shall be measured for each unit installed complete in place.

# 1101.04 Basis of Payment.

Payment will be made under the following bid item:

Pay Item	Pay Unit
TENNIS COURTS NET POSTS (SET OF TWO)	UNIT
TENNIS COURTS NET (IF & WHERE DIRECTED)	UNIT

TENNIS COURTS NET POSTS, TENNIS COURTS NETS items shall include all excavation, backfill, concrete forms, concrete footings, rebar, anchor bolts, galvanized steel nuts and bolts, and all other materials, equipment, and labor necessary to perform the work in substantial conformance with the plans and these specifications.

# SECTION 1102 – STRIPING/PAINT SURFACE

All necessary material, components, and equipment required to supply and install a complete tennis and tennis/pickleball court surface, as provided by the manufacturers listed in this section.

# 1102.02 MATERIALS

Site Grading shall be performed in accordance with Section 202 and Hot Mix Asphalt Paving shall be performed in accordance with Division 401.

#### 1102.02.01 ACRYLIC COLOR FINISH SURFACE

# **MANUFACTURERS**

California Products Corp., Andover, MA. 01810 / Plexipave System www.plexipave.com or approved equivalent.

# **MATERIALS**

- A. Acrylic Filler Course (Acrylic Resurfacer by Laykold or approved equivalent) for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.
- B. Acrylic Color Playing Surface (Acrylic Colorcoat by Laykold or approved equivalent) for use as the base color. Acrylic Colorcoat is blended at the job site to achieve the correct surface texture.
- C. Colorcoat Finish (Colorcoat Finish by Laykold or approved equivalent) for use as the finish color and texture.
- D. Line Paint (Laykold Line Paint by Laykold or approved equivalent) for use as the line marking on the court/play surface.
- E. Water for use in dilution/mixing shall be clean and potable.

# **COLORS**

All colors shall be as selected by OWNER who may chose multiple colors for each court. Color selections may vary from court to court.

# 1102.03 CONSTRUCTION

# 1102.03.01 SUBMITTALS

Submit manufacturer's literature for application of products and maintenance.

# 1102.03.02 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

A. Clean newly paved surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with chlorine bleach or approved product to kill the organisms and then be properly rinsed.

# B. NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

C. Acrylic Filler Course: Acrylic Filler Course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Filler Course may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

- D. Apply two coats of Acrylic Filler Course per manufacturer's recommendations.
- E. Allow the application of Acrylic Filler Course to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Filler Course or subsequent cushion or color surface system.

# 1102.03.03 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

- A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
- B. Apply two coats of Acrylic Color Playing Surface per manufacturer's recommendations.
- C. Apply one coat of Color coat Finishing per manufacturer's recommendations.

# 1102.03.04 LINE PAINTING

- A. Allow color coat finish surface to dry for at least 4 hours. All surfaces to be dry before starting striping.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates.
- D. Game striping shall be installed as shown on the construction plans.
- E. Lines shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with contract drawings and guidelines. The area to be marked shall be taped to ensure a crisp line. The Line Paint shall have a texture like the surrounding play surface. Lines shall be painted per manufacturer's recommendations.

# 1102.03.05 PROTECTION DURING CONSTRUCTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner's representative.

# 1102.03.06 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean and orderly condition.

# 1102.04 MEASUREMENT AND PAYMENT

Payment will be made under:

Pay Item
SURFACE & STRIPING - TENNIS COURTS
SURFACE & STRIPING - TENNIS/PICKLEBALL COURTS

Unit LUMP SUM LUMP SUM

# APPENDIX A SPORTS LIGHTING SYSTEM



# **Project Information**

**Project Specific Notes:** 

Project #: 222495
Project Name: Cedar Brook Park Tennis

Date: Cedar Brook Fark Termis
09/26/22

Project Engineer: Matt Sullivan
Sales Representative: Dan Shalloo

Control System Type: Control-Link™ Control and Monitoring System

Communication Type: Control-Link Control and Monitoring System

Communication Type: PowerLine-ST

Scan: 222495A

Document ID: 222495P1V1-0926141045
Distribution Panel Location or ID: Tennis

Total # of Distribution Panel Locations for Project: 1

Design Voltage/Hertz/Phase: 240/60/1 Control Voltage: 120

**Equipment Listing** 

DESCRIPTION APPROXIMATE SIZE

1.Control and Monitoring Cabinet

Total Contactors QTY SIZE (AMPS)

Total Off/On/Auto Switches:

# of distribution panels, etc.

# **Materials Checklist**

# **Contractor/Customer Supplied:**

- A dedicated control circuit must be supplied per distribution panel location
  - If the control voltage is NOT available, a control transformer is required
- □ Electrical distribution panel to provide overcurrent protection for circuits
  - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring
  - See chart on page 2 for wiring requirements
  - Equipment grounding conductor and splices must be insulated (per circuit)
  - Lightning ground protection (per pole), if not Musco supplied
- ☐ Electrical conduit wireway system
  - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- □ Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central<sup>TM</sup> operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

Note: Activation may take up to 1 1/2 hours.

# **IMPORTANT NOTES**

- 1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- 2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. A single control circuit must be supplied per control system.
- Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

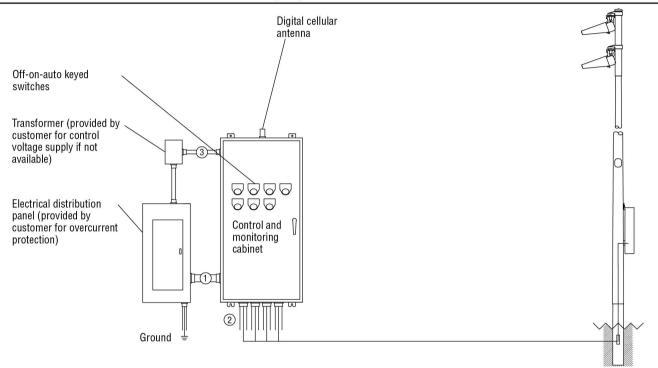
NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.

24 X 48



Cedar Brook Park Tennis / 222495 - 222495A Tennis - Page 2 of 4

# Control Link。 Control and Monitoring System



C	onduit ID Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
2	Load power to lighting circuits, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20A)	3	12	*C	N/A	No	C,E

\* Notes: R60-100-00\_B

A. See voltage and phasing per the notes on cover page.

B. Calculate per load and voltage drop.

C. All conduit diameters should be per code unless otherwise specified to allow for connector size.

D. Equipment grounding conductor and any splices must be insulated.

E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

IMPORTANT: Control wires (3) must be in separate conduit from line and load power wires (1, 2).

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Cedar Brook Park Tennis / 222495 - 222495A Tennis - Page 3 of 4

# **SWITCHING SCHEDULE**

Field/Zone Description	Zones
Tennis 1	1
Tennis 2	2

CONTROL POWER CONSUMPTION						
120V Single Phase						
VA loading	INRUSH: 980.0					
of Musco						
Supplied SEALED: 104.0						
Equipment						

CIRCUIT SUMMARY BY ZONE										
POLE CIRCUIT DESCRIPTION # OF # OF *FULL CONTACTOR CONTACTOR FIXTURES DRIVERS LOAD AMPS I										
T1,T6	Tennis 1	6	4	15.8	30	C1	1			
T2,T5	Tennis 1	6	4	15.8	30	C2	1			
T10,T7	Tennis 2	6	0	15.8	30	C3	2			
T8,T9	Tennis 2	6	4	15.8	30	C4	2			

<sup>\*</sup>Full Load Amps based on amps per driver.



Cedar Brook Park Tennis / 222495 - 222495A Tennis - Page 4 of 4

	PANEL SUMMARY								
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)			
1	1	C1	Pole T1,T6	15.80					
1	1	C2	Pole T2,T5	15.80					
1	1	C3	Pole T10,T7	15.80					
1	1	C4	Pole T8,T9	15.80					

ZONE SCHEDULE						
			CIRCUIT	DESCRIPTION		
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	POLE ID	CONTACTOR ID		
Zone 1	1	Tennis 1	T1	C1		
			T6	C1		
			T2	C2		
			T5	C2		
Zone 2	2	Tennis 2	T10	C3		
			T7	C3		
			T8	C4		
			T9	C4		

Plainfield,NJ

# **Lighting System**

Pole / Fixture Summary									
Pole ID	Pole ID Pole Height Mtg Height Fixture Qty Luminai				Load	Circuit			
T1-T2, T5-T6	40'	40'	1	TLC-LED-400	0.40 kW	Α			
		40'	2	TLC-LED-600	1.16 kW	Α			
T7-T10	40'	40'	1	TLC-LED-400	0.40 kW	В			
		40'	2	TLC-LED-600	1.16 kW	В			
8			24		12.48 kW				

Circuit Summ	ary		
Circuit	Description	Load	Fixture Qty
Α	A Tennis 1		12
В	Tennis 2	6.24 kW	12

ı	Fixture Type Summary							
	Туре	Source	Wattage	Lumens	L90	L80	L70	Quantity
ı	TLC-LED-400	LED 5700K - 75 CRI	400W	46,500	>120,000	>120,000	>120,000	8
	TLC-LED-600	LED 5700K - 75 CRI	580W	65,600	>120,000	>120,000	>120,000	16

# **Light Level Summary**

Calculation Grid Summar	У							
Grid Name	Calculation Metric			Illumination			Circuits	Fixture Qty
Ond Hame	Calculation Metric	Ave	Min	Max	Max/Min	Ave/Min	Oncuits	Tixture Qty
100' Glare	Max Candela (by Fixture)	21.7	0	63.3	0.00		A,B	24
100' Spill	Horizontal	0	0	0	0.00		A,B	24
100' Spill	Max Vertical Illuminance Metric	0	0	0	0.00		A,B	24
Tennis 1	Horizontal Illuminance	32.1	18	51	2.78	1.78	Α	12
Tennis 2	Horizontal Illuminance	32	18	52	2.90	1.78	В	12

# From Hometown to Professional



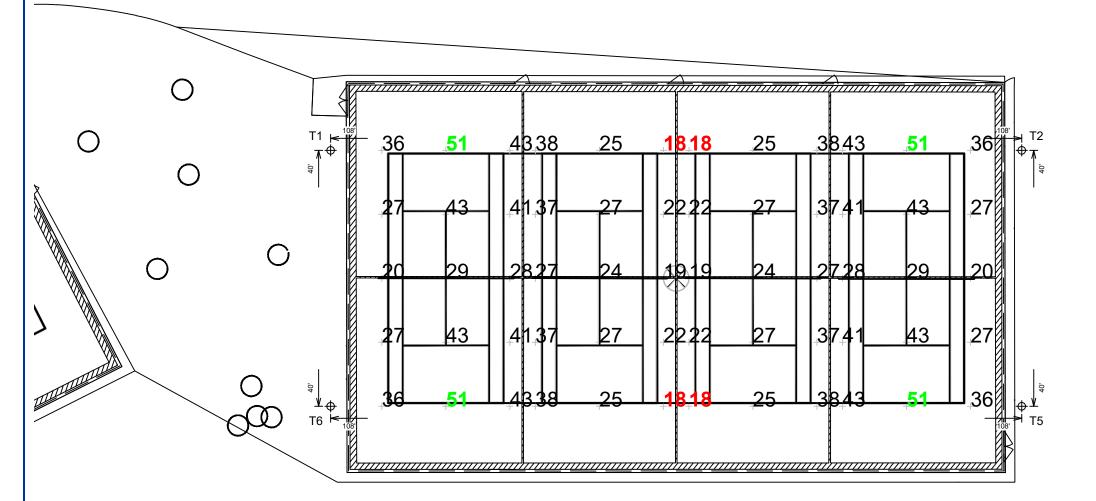








EQI	JIPMENT LI	ST FOR	AREAS SH	IOWN				
	P	ole			Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE	THIS GRID	OTHER GRIDS
4	T1-T2	40'	-	40'	TLC-LED-400	1	1	0
	T5-T6			40'	TLC-LED-600	2	2	0
4			TOTALS			12	12	0



Plainfield,NJ

**GRID SUMMARY** Name: Tennis 1 Size: 4 Court - 12' Spacing Spacing: 20.0' x 20.0' Height: 3.0' above grade

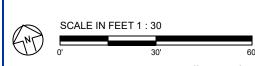
ILLUMINATION S	UMMARY
MAINTAINED HORIZONTA	AL FOOTCANDLES
	Entire Grid
Guaranteed Average:	30
Scan Average:	32.12
Maximum:	51
Minimum:	18
Avg / Min:	1.76
Guaranteed Max / Min:	3
Max / Min:	2.78
UG (adjacent pts):	0.00
CU:	1.00
No. of Points:	60
LUMINAIRE INFORMATIO	N
Applied Circuits:	A
No. of Luminaires:	12
Total Load:	6.24 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

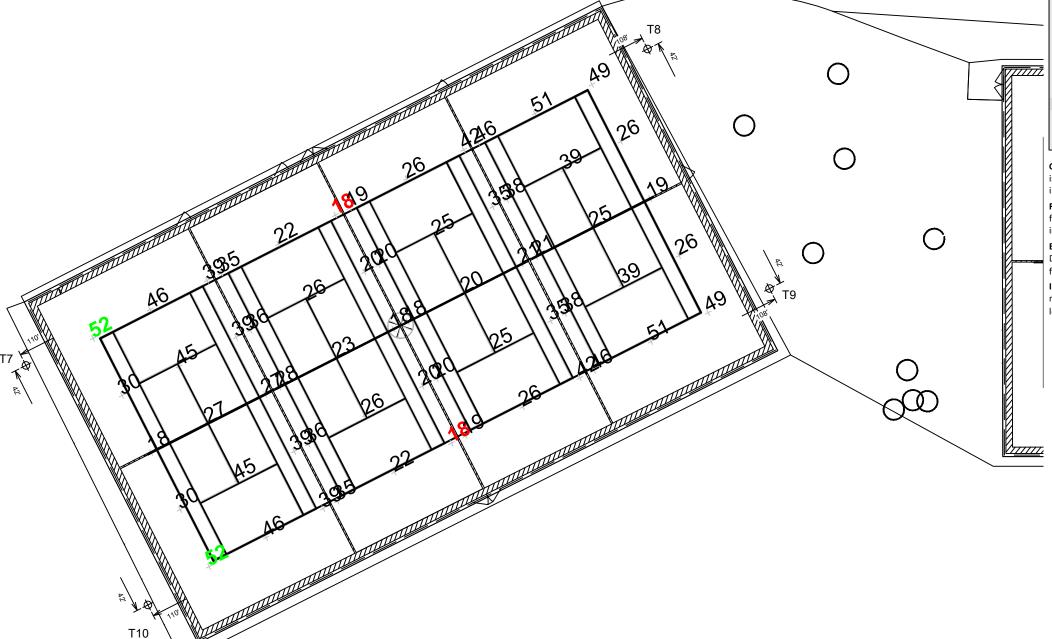


to 0,0 reference point(s)  $\otimes$ 



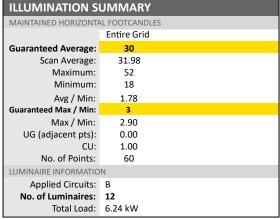
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EQI	JIPMENT LI	ST FOR	AREAS SH	lown				
	P	ole			Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE	THIS GRID	OTHER GRIDS
4	T7-T10	40'	-	40'	TLC-LED-600	2	2	0
				40'	TLC-LED-400	1	1	0
4			TOTALS			12	12	0



Plainfield,NJ

Rame: Tennis 2
Size: 4 Court - 9' Spacing
Spacing: 20.0' x 20.0'
Height: 3.0' above grade



**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

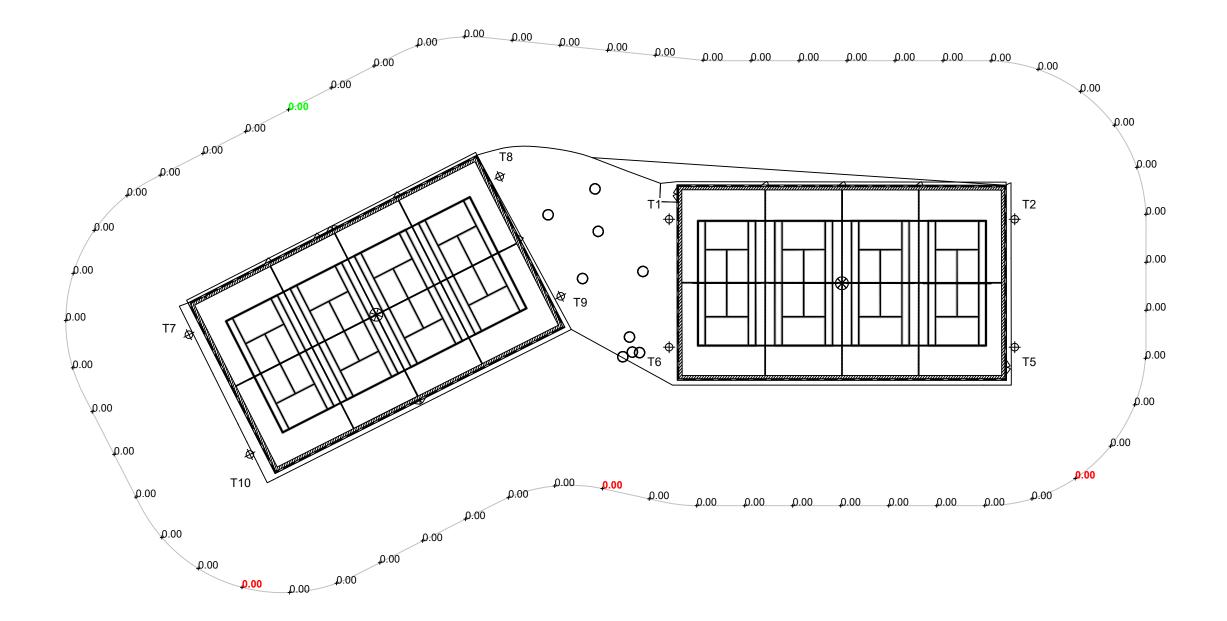
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

We Make It Happen.

to 0,0 reference point(s)  $\otimes$ 

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EQI	JIPMENT LI	ST FOR	AREAS SH	IOWN				
	P	ole			Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE	THIS GRID	OTHER GRIDS
8	T1-T2	40'	-	40'	TLC-LED-400	1	1	0
	T5-T10			40'	TLC-LED-600	2	2	0
8			TOTALS			24	24	0



Plainfield,NJ

Rame: 100' Spill
Spacing: 30.0'
Height: 3.0' above grade

#### 

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

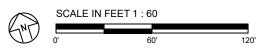
**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "**Musco Control System Summary**" for electrical sizing.

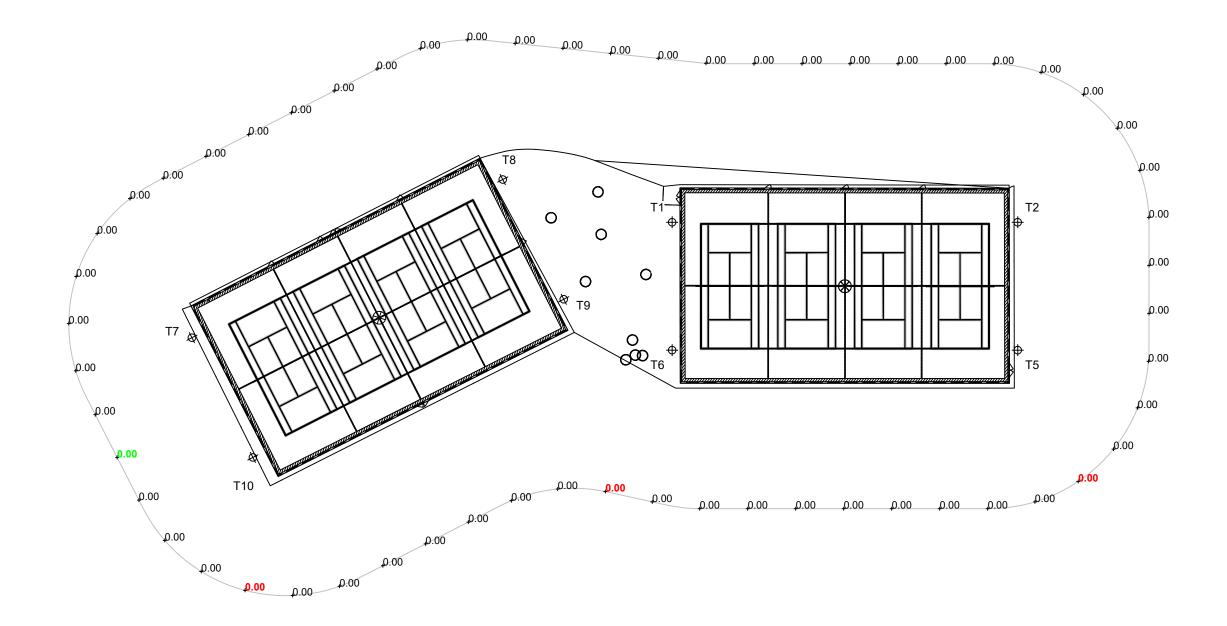
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQI	UIPMENT LI	ST FOR	R AREAS SH	IOWN				
	P	ole			Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE	THIS GRID	OTHER GRIDS
8	T1-T2	40'	-	40'	TLC-LED-400	1	1	0
	T5-T10			40'	TLC-LED-600	2	2	0
8			TOTALS			24	24	0



Plainfield,NJ

Rame: 100' Spill 30.0' Height: 3.0' above grade

# ILLUMINATION SUMMARY MAX VERTICAL FOOTCANDLES Entire Grid Scan Average: 0.0007 Maximum: 0.00 Minimum: 0.00 No. of Points: 58 LUMINAIRE INFORMATION Applied Circuits: A, B No. of Luminaires: 24 Total Load: 12.48 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

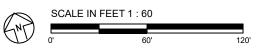
**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

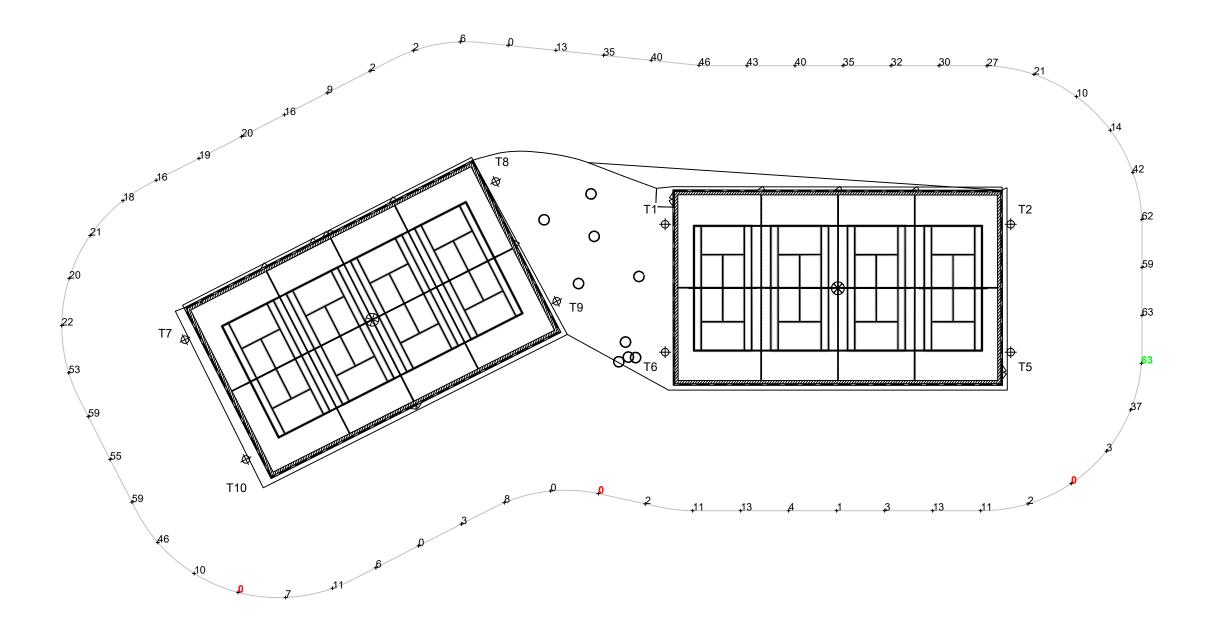
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQI	JIPMENT LI	ST FOR	AREAS SH	IOWN				
	P	ole			Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE	THIS GRID	OTHER GRIDS
8	T1-T2	40'	-	40'	TLC-LED-400	1	1	0
	T5-T10			40'	TLC-LED-600	2	2	0
8			TOTALS			24	24	0



Plainfield,NJ

GRID SUMMARY

Name: 100' Glare
Spacing: 30.0'
Height: 5.0' above grade

# ILLUMINATION SUMMARY CANDELA (PER FIXTURE) Entire Grid 21.7393 Maximum: 63.34 Minimum: 0.00 No. of Points: 58 LUMINAIRE INFORMATION Applied Circuits: A, B No. of Luminaires: Total Load: 12.48 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty

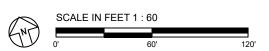
**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

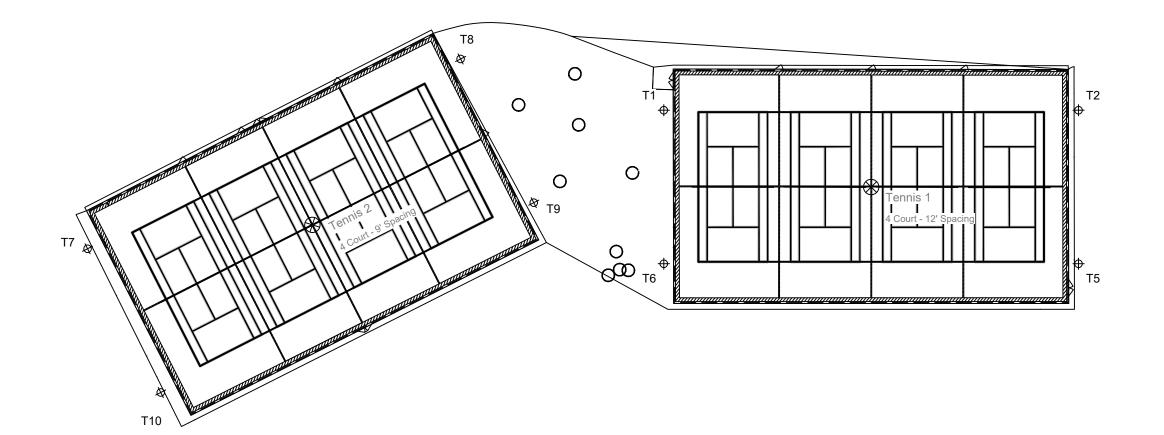
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Plainfield,NJ

# **EQUIPMENT LAYOUT**

# INCLUDES:

· Tennis 1 · Tennis 2

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQ	UIPMEN'	T LIST	FOR AR	EAS SHO	OWN	
	Po	ole			Luminaires	
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE Type	QTY / POLE
8	T1-T2	40'	-	40'	TLC-LED-400	1
	T5-T10			40'	TLC-LED-600	2
8			TOTAL	S		24

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SINGLE LUMINAIRE AM	PEKA	GE D	<u>KAW</u>	CHA	<u> </u>		
Ballast Specifications (.90 min power factor)		Line A	mpera (r	age Pe	er Lum v)	ninaire	2
Single Phase Voltage	208	220	240 (60)	277 (60)	347 (60)	380	480 (60)
TLC-LED-400	2.3	2.2	2.0	1.7	1.4	1.3	1.0
TLC-LED-600	3.4	3.2	3.0	2.6	2.0	1.9	1.5



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# COUNTY OF UNION BOARD OF COUNTY COMMISIONERS

# CEDAR BROOK PARK TENNIS COURTS IMPROVEMENTS CEDAR BROOK PARK, CITY OF PLAINFIELD, COUNTY OF UNION



BA#14-2023; UNION COUNTY ENGINEERING PROJECT #2022-006

BLOCK 732, LOT 1
PLAINFIELD

# UNION COUNTY, NEW JERSEY APRIL 2023

	INDEX OF SHEETS	
SHT. No.	DESCRIPTION	LATEST REVISION
I	COVER SHEET	
2	legends, quantities, and general notes	
3	SITE DEMOLITION PLAN	
4	TENNIS AND TENNIS/PICKLEBALL COURTS CONSTRUCTION PLAN	
5	TENNIS AND TENNIS/PICKLEBALL COURTS GRADING PLAN	
6	TENNIS AND TENNIS/PICKLEBALL COURTS LIGHTING PLAN	
7	SOIL EROSION AND SEDIMENT CONTROL PLAN	
8	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS	
9	CONSTRUCTION DETAILS	

(	GOVERNING BODY
COMMISSIONERS	SERGIO GRANADOS, CHAIRMAN KIMBERLY PALMIERI-MOUDED, VICE CHAIR JAMES E. BAKER, JR., COMMISSIONER JOSEPH BODEK, COMMISSIONER DR. ANGELA R. GARRETSON, COMMISSIONER BETTE JANE JOWALSKI, COMMISSIONER LOURDES M. LEON, COMMISSIONER ALEXANDER MIRABELLA, COMMISSIONER REBECCA WILLIAMS, COMMISSIONER
COUNTY MANAGER	EDWARD OATMAN
COUNTY ENGINEER	RICARDO MATIAS, P.E., C.M.E, C.F.M.

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SAINT NICHOLAS AVE HOLLYWOOD AVE HAMILTON BLVD  TALMADGE RD

# LOCATION MAP

N.T.S

REFERENCE SOURCE:

USGS MAP - PLAINFIELD, NJ

	PUBLIC UTILITIES
GAS/ELECTRIC	PUBLIC SERVICE ELECTRIC & GAS COMPANY 80 PARK PLAZA, T6B NEWARK, NJ 07101 TEL: (800) 436-7734
WATER	NEW JERSEY AMERICAN WATER COMPANY PO BOX 5627 CHERRY HILL, NJ 08034 TEL: (856) 310-2206
TELEPHONE	VERIZON NEW JERSEY, INC. C/O DUFF & PHELPS PO BOX 279 ADDISON, TX 75001
CABLE	COMCAST CABLEVISION 73 ROCK AVENUE PLAINFIELD, NJ 07060 TEL: (908) 769-0740
FIBER OPTICS	AT&T CORPORATION ATTN: NANCY PENCE 2315 SALEM ROAD CONYERS, GA 30013
SANITAY SEWER	PLAINFIELD MUNICIPAL UTILITIES AUTHORITY 127 ROOSEVELT AVENUE PLAINFIELD, NJ 07060 TEL: (908) 226-2518
STORM SEWER	CITY OF PLAINFIELD DEPARTMENT OF PUBLIC WORKS 515 WATCHUNG AVENUE PLAINFIELD, NJ 07060 TEL: (908) 753-3375
DATA ON FILE WITTO EXACTNESS. CODEPTH OF UTILITIES	ILITIES SHOWN ON THE PLANS ARE PLOTTED FROM AVAILABLE TH THE UTILITY COMPANIES AND ARE NOT WARRANTED AS ONTRACTOR IS TO DETERMINE EXACT LOCATION AND ES AT ALL CROSSINGS PRIOR TO CONSTRUCTION IN ITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

	& Design									
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Joseph R. Venezia  NEW JERSEY LICENSED PROFESSIONAL ENGINEER LICENSE NUMBER: GE45473 COLLIERS ENGINEERING & DESIGN, INC. N.J. C.O.A. #: 24GA27986500  CONSTRUCTION PLANS										
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**Colliers** 

# **GENERAL NOTES:**

- NO CONSTRUCTION ACTIVITY IS TO TAKE PLACE OUTSIDE OF THE LIMIT OF DISTURBANCE UNLESS DIRECTED BY THE ENGINEER. THE LIMIT OF DISTURBANCE IS WITHIN 2' OF THE LIMIT CONSTRUCTION.
- ALL PLANEMETRIC FEATURES SHOWN HEREON, INCLUDING EDGE OF PAVEMENT, STRIPING, CURB, AND SIDEWALK, ARE APPROXIMATE AND BASED ON A PARTIAL TOPOGRAPHIC SURVEY PREPARED BY COLLIERS

ENGINEERING & DESIGN DATED JULY 6, 2022.

- CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHY PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. ANY DISCREPANCIES SHALL BE PROVIDED TO THE ENGINEER IN WRITING.
- EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL CONTACT THE SAFE DIG HOTLINE (I-800-272-1000) AND VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO ANY EXCAVATION.
- THE NORTH ARROW IS NOT REFERENCED AND IS FOR GENERAL ORIENTATION PURPOSES.
- 6. QUANTITIES FOR CONSTRUCT ITEMS SHOWN ARE APPROXIMATE. ENGINEER MAY ADJUST QUANTITIES IN THE FIELD.

CONSTRUCTION AS AMENDED BY THE SPECIAL PROVISIONS.

- CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE 2019 NIDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
- THE CONTRACTOR SHALL REMOVE AND RESET OR LEGALLY DISPOSE OF ALL ITEMS OF ANY NATURE AS REQUIRED TO CONSTRUCT THE PROJECT AND AT THE DIRECTION OF THE ENGINEER. ITEMS WHICH ARE REQUESTED BY THE ENGINEER TO BE RESET AFTER CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE ALL COSTS FOR THIS WORK IN THE LUMP SUM PAY ITEM "CLEARING SITE."
- THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS AT ALL LOCATIONS THROUGHOUT THE DURATION OF THE PROJECT. COST FOR THIS WORK SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR THE ITEM TITLED "CLEARING SITE."
- 10. SUBBASE MATERIAL FOR ASPHALT SHALL BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBBASE BE DEEMED UNSUITABLE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED TO 95% OPTIMUM DENSITY (% DETERMINED BY MODIFIED PROCTOR METHOD).
- II. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY OWNER OR ENGINEER. IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN. ENGINEER RESERVES THE RIGHT TO CORRECT THESE DRAWINGS.
- 12. THE CONTRACTOR SHALL CONTACT THE SAFE DIG HOTLINE (I-800-272-1000) AND VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO ANY EXCAVATION.
- 13. CONTRACTOR MUST OBSERVE SAFE CLEARANCES FROM ALL OVERHEAD ELECTRIC LINES DURING CONSTRUCTION. SPECIFIC INFORMATION ON REQUIRED CLEARANCE MAY BE OBTAINED FROM THE FOLLOWING SOURCES:
- I. NATIONAL ELECTRIC SAFETY CODE 2. US DEPARTMENT OF LABOR - OCCUPATIONAL SAFETY 3. NJ DEPARTMENT OF LABOR AND INDUSTRY - BUREAU OF **ENGINEERING AND SAFETY**
- 14. THE CONTRACTOR SHALL SAWCUT THE EXISTING PAVEMENT AT LOCATIONS TO BE EXCAVATED AND AT LIMITS OF CONSTRUCTION PRIOR TO EXCAVATION.
- 15. TACK COAT SHALL BE IN ACCORDANCE WITH SECTION 401.03.02 OF THE 2019 U.S. CUSTOMARY ENGLISH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 16. INSTALLATION OF HOT MIX ASPHALT SURFACE COURSE SHALL NOT BE PERMITTED UNTIL THE BASE COURSE IS APPROVED BY THE ENGINEER. THE ENGINEER MAY DIRECT THE CONTRACTOR TO MAKE CORRECTIVE MEASURES TO THE BASE COURSE PRIOR TO THE INSTALLATION OF THE SURFACE COURSE AT NO ADDITIONAL COST TO THE OWNER.
- 17. CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS WHEN RECONSTRUCTING OR OVERLAYING UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY OUESTIONABLE DRAINAGE AREAS SO THAT FIELD ADJUSTMENTS CAN BE MADE TO ELIMINATE PONDING.
- 18. RESTORE TURF AREAS WITH 4" THICK TOPSOILING, FERTILIZING & SEEDING, TYPE A-4, & STRAW MULCHING.
- 19. THE TOPSOIL USED FOR THIS PROJECT SHALL BE IN STRICT CONFORMANCE TO THE PROJECT SPECIFICATIONS, ANY TOPSOIL NOT MEETING THE SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- 20. CONTRACTOR SHALL SUBMIT SEED BAG TICKETS TO THE ENGINEER FOR APPROVAL PRIOR TO PLACING SEED.
- 21. CONTRACTOR SHALL ESTABLISH A FULL STAND OF GRASS WITH NO BARE PATCHES, CRABGRASS, OR WEEDS.
- 22. INLET FILTERS ARE TO BE INSTALLED ON ALL INLETS WITHIN AND IMMEDIATELY ADJACENT TO PROJECT LIMITS UNLESS WAIVED BY ENGINEER. SAME ARE TO BE INSTALLED PRIOR TO ANY DISTURBANCE AND ARE TO BE MAINTAINED THROUGHOUT THE PROJECT BY THE CONTRACTOR AND REPAIRED OR REPLACED AS DEEMED NECESSARY BY THE ENGINEER.
- 23. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE "STANDARDS" PURSUANT TO THE SOIL EROSION AND SEDIMENT CONTROL ACT OF 1975 AS AMENDED (P.L. 1975, NJSA 4:24-39 ET-SEQ.)
- 24. NO SEPARATE PAYMENT WILL BE MADE FOR EXCAVATION OR FOR REMOVAL OF MATERIAL OVER THE SPECIFIED AMOUNT OF THE MILLING AND EXCAVATION UNCLASSIFIED PAY ITEMS, OR THAT REQUIRED FOR CONSTRUCTION OF OTHER ITEMS SHOWN ON THE PLANS. ALL COSTS FOR THE WORK, INCLUDING DISPOSAL, SHALL BE INCLUDED IN THE PRICES BID IN THE VARIOUS ITEMS SCHEDULED IN THE PROPOSAL.
- 25. ALL PAINT LINES SHALL BE AS SHOWN IN SECTION 1102 OF THE SPECIFICATION.
- 26. TRENCH OPENINGS SHALL NOT REMAIN OPEN OVER NIGHT.
- 27. EXCAVATIONS SHALL BE MADE SAFE IN ACCORDANCE WITH THE CURRENT REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) PURSUANT TO THE 1970 OCCUPATIONAL SAFETY AND HEALTH ACT.
- 28. ANY CRACKS IN PAVEMENT LARGER THAN 1/4" IN WIDTH SHALL BE MILLED MORE THAN 3" TO 6" AND BE REPAIRED WITH 4" HMA 19M64 BASE COURSE AND 2" HMA 9.5M64 SURFACE COURSE.
- 29. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED SURVEY LAYOUT

- FOR THE WORK, ESTABLISH ALL GRADES REQUIRED TO ACHIEVE A 1% CROSS SLOPE ACROSS THE COURTS, ALL LINES, CENTERS, PAINT SURFACE, AND SHALL ASSUME RESPONSIBILITY FOR ANY ERRORS RESULTING FROM FAILURE TO USE ADEQUATE CAUTION.
- 30. STRIPING/PAINT SURFACE SHALL BE APPLIED IN ADHERENCE TO MANUFACTURERS DIRECTIONS AND SPECIFICATIONS.
- 31. THE CONTRACTOR SHALL INSTALL, MAINTAIN, AND SECURE TEMPORARY CONSTRUCTION FENCE AROUND THE PROJECT WORK AREAS FOR THE DURATION OF THE CONTRACT.
- 32. CONTRACTOR IS TO CAULK ALL JOINTS AND SEAMS PRIOR TO PAINTING COURTS.
- 33. THE BID ITEMS, "SITE UTILITY UPGRADES ELECTRICAL TENNIS COURTS" AND "SITE UTILITY UPGRADES - ELECTRICAL -TENNIS/PICKLEBALL" SHALL INCLUDE ALL COSTS, LABOR AND COORDINATION WITH THE UTILITY COMPANY TO PROVIDE SERVICE TO THE COURTS LIGHTING SYSTEM. THIS ALSO INCLUDES CONNECTIONS TO BE MADE OF EXISTING AND PROPOSED CONDUIT TO EXISTING OR NEW JUNCTION BOXES, PULL BOXES, OR MANHOLES CONTRACTOR SHALL INCLUDE ALL COSTS FOR ANY REQUIRED ELECTRICAL UPGRADES UNDER THE LUMP SUM PRICE IN THE BID ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES - ELECTRICAL - TENNIS COURTS" AND ALTERNATE B "SITE UTILITY UPGRADES - ELECTRICAL -TENNIS/PICKLEBALL COURTS".
- 34. CONTRACTOR TO VERIFY CAPACITY OF EXISTING SERVICE TO VERIFY IT CAN HANDLE THE COURTS LIGHTING SYSTEM. IF ADDITIONAL EQUIPMENT IS NEEDED TO INCREASE CAPACITY TO PROVIDE SERVICE TO THE COURTS LIGHTING SYSTEM, SUCH AS TRANSFORMERS, CABLE, CONDUIT, METERING, ETC. IT SHALL BE COVERED IN THE LUMP SUM PRICE IN THE BID ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES -ELECTRICAL - TENNIS COURTS" AND ALTERNATE B "SITE UTILITY UPGRADES - ELECTRICAL - TENNIS/PICKLEBALL COURTS".
- 35. LOCATIONS, QUANTITIES, AND SIZES OF ALL WIRING, CONDUITS, JUNCTION BOXES, PULL BOXES, METER CABINET, TRANSFORMERS, AS WELL AS LOCATIONS OF LIGHT POLES ARE DEPICTED CONCEPTUALLY THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF THIS LAYOUT. THERE IS NO WIRING INFORMATION IN THESE CONTRACT DOCUMENTS. ALL LABOR AND MATERIALS FOR THIS EFFORT SHALL BE PAID FOR IN THE LUMP SUM BID PRICE ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES - ELECTRICAL - TENNIS COURTS" AND ALTERNATE B " SITE UTILITY UPGRADES - ELECTRICAL - TENNIS/PICKLEBALL COURTS".
- 36. THE CONTRACTOR SHALL PROVIDE A ELECTRICAL LAYOUT AND CALCULATIONS, SIGNED AND SEALED BY AN ENGINEER LICENSED IN NEW JERSEY, FOR APPROVAL BY THE OWNER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY ON ALL REQUIRED AND PROPOSED LOADING INFORMATION, AMPAGE INFORMATION, VOLTAGE INFORMATION, ETC. EXACT LOCATIONS OF ALL ITEMS IN THE ELECTRICAL LAYOUT SHALL BE DETERMINED IN THE FIELD DURING CONSTRUCTION. THE ELECTRICAL LAYOUT IN THESE CONTRACT DOCUMENTS IS SCHEMATIC AND FOR INFORMATION ONLY. ALL LABOR AND MATERIALS FOR THIS EFFORT SHALL BE PAID FOR IN THE LUMP SUM BID PRICE ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES -ELECTRICAL - TENNIS COURTS" AND ALTERNATE B "SITE UTILITY UPGRADES - ELECTRICAL - TENNIS/PICKLEBALL COURTS".
- 37. CONTRACTOR TO COORDINATE CONDUIT SIZE, TYPE, QUANTITY, AND LAYOUT WITH VENDOR. CONTRACTOR TO COORDINATE WIRING SIZE AND TYPE WITH VENDOR.
- 38. EXACT LOCATIONS OF LIGHT POLES SHALL BE DETERMINED IN THE FIELD DURING CONSTRUCTION.
- 39. ALL ELECTRICAL IMPROVEMENTS TO COMPLY WITH THE NATIONAL ELECTRICAL CODE
- 40. NO SEPARATE PAYMENT WILL BE MADE FOR EXCAVATION, DEWATERING, CAISSONS, OR TRENCH RESTORATION TO INSTALL THE COMPONENTS OF THE ELECTRICAL SYSTEM AS DESCRIBED IN THESE CONTRACT DOCUMENTS. PAYMENT FOR ALL NECESSARY CONSTRUCTION ACTIVITIES TO PROVIDE A WORKING SPORTS LIGHTING SYSTEM SHALL BE PAID FOR IN THE LUMP SUM PAY ITEM FOR ALTERNATE A "SITE UTILITY UPGRADES - ELECTRICAL - TENNIS COURTS", ALTERNATE B "SITE UTILITY UPGRADES - ELECTRICAL -

TENNIS/PICKLEBALL COURTS".

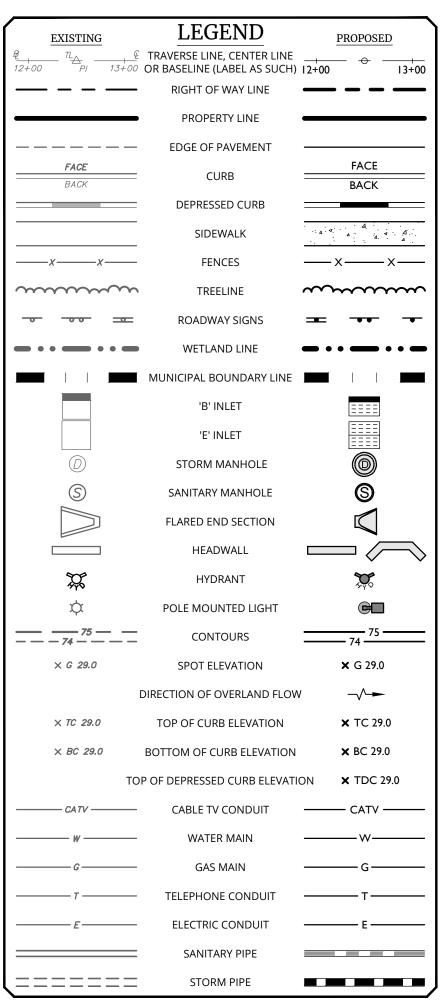
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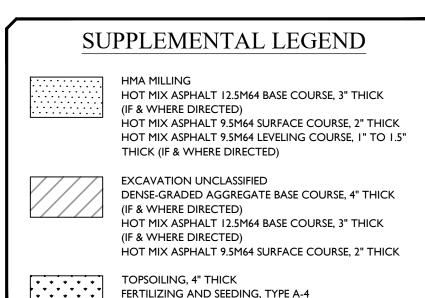
ITEM	DESCRIPTION	UNIT	QUANTITES
1	MOBILIZATION	LS	-
2	CLEARING SITE	LS	-
3	SOIL EROSION AND SEDIMENT CONTROL MEASURES	LS	-
4	FUEL PRICE ADJUSTMENT	ALLOW	-
5	ASPHALT PRICE ADJUSTMENT	ALLOW	-
6	EXCAVATION UNCLASSIFIED	CY	126
7	HMA MILLING, 3" OR LESS	SY	5,661
8	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	SY	845
9	HOT MIX ASPHALT 12.5M64, BASE COURSE, 3" THICK (IF & WHERE DIRECTED)	TONS	214
10	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	TONS	659
11	GEOTEXTILES /PAVING FABRIC (IF & WHERE DIRECTED)	SY	5,356
12	TACK COAT	GAL	268
13	CAULKING	LF	714
14	10" X 18" FLUSH CONCRETE CURB	LF	1,297
15	CONCRETE SIDEWALK, 4" THICK	SY	18
16	STRIPING/PAINT SURFACE - TENNIS COURTS	LS	1
17	STRIPING/PAINT SURFACE - TENNIS & PICKLEBALL COURTS	LS	1
18	CRACK REPAIRS FOR COURTS (1/4" THICK)	LF	4,000
19	TENNIS COURTS NET POSTS (SET OF TWO)	UN	8
20	TENNIS COURTS NET (IF & WHERE DIRECTED)	UN	8
21	BLACK VINYL CHAIN-LINK FENCE, 10' HIGH	LF	1,290
22	SINGLE GATE, 4' WIDE, BLACK VINYL CHAIN LINK FENCE, 10' HIGH	UN	8
23	DOUBLE GATE, 10' WIDE, BLACK VINYL CHAIN LINK FENCE, 10' HIGH	UN	4
24	TREE REMOVAL, OVER 12" TO 24" DIAMETER	UN	9
25	TOPSOILING, 4" THICK	SY	1,590
26	FERTILIZING AND SEEDING, TYPE A-4	SY	1,590
27	STRAW MULCHING	SY	1,590
	ALTERNATE A BID PROPOSAL		
A1	SITE UTILITY UPGRADES - ELETRICAL - TENNIS COURTS	LS	1
A2	SPORTS LIGHTING SYSTEM - TENNIS COURTS	LS	1
	ALTERNATE B BID PROPOSAL	•	-
B1	SITE UTILITY UPGRADES - ELETRICAL - TENNIS/PICKLEBALL COURTS	LS	1
B2	SPORTS LIGHTING SYSTEM - TENNIS/PICKLEBALL COURTS	LS	1

# GENERAL NOTES:

QUANTITIES REFLECTED IN THE TABLE ABOVE ARE THE ENGINEER'S OPINION OF WHAT IS NEEDED TO CONSTRUCT THE PROJECT IMPROVEMENTS AS PER THE DESIGN.

CONTRACTOR IS HEREBY NOTIFIED THAT THE ENTIRE PROJECT IS SUBJECT TO SEASONAL HIGH WATER ELEVATIONS CONDITIONS. NO ADDITIONAL TIME SHALL BE ADDED TO THE CONTRACT UNLESS WRITTEN AUTHORIZATION IS PROVIDED AND APPROVED BY THE COUNTY. NO ADDITIONAL PAYMENT SHALL BE MADE FOR ANY ADDITIONAL EFFORT OR MATERIAL RELATED TO WORKING ON A PROJECT WITH SEASONAL HIGH-WATER CONDITIONS.

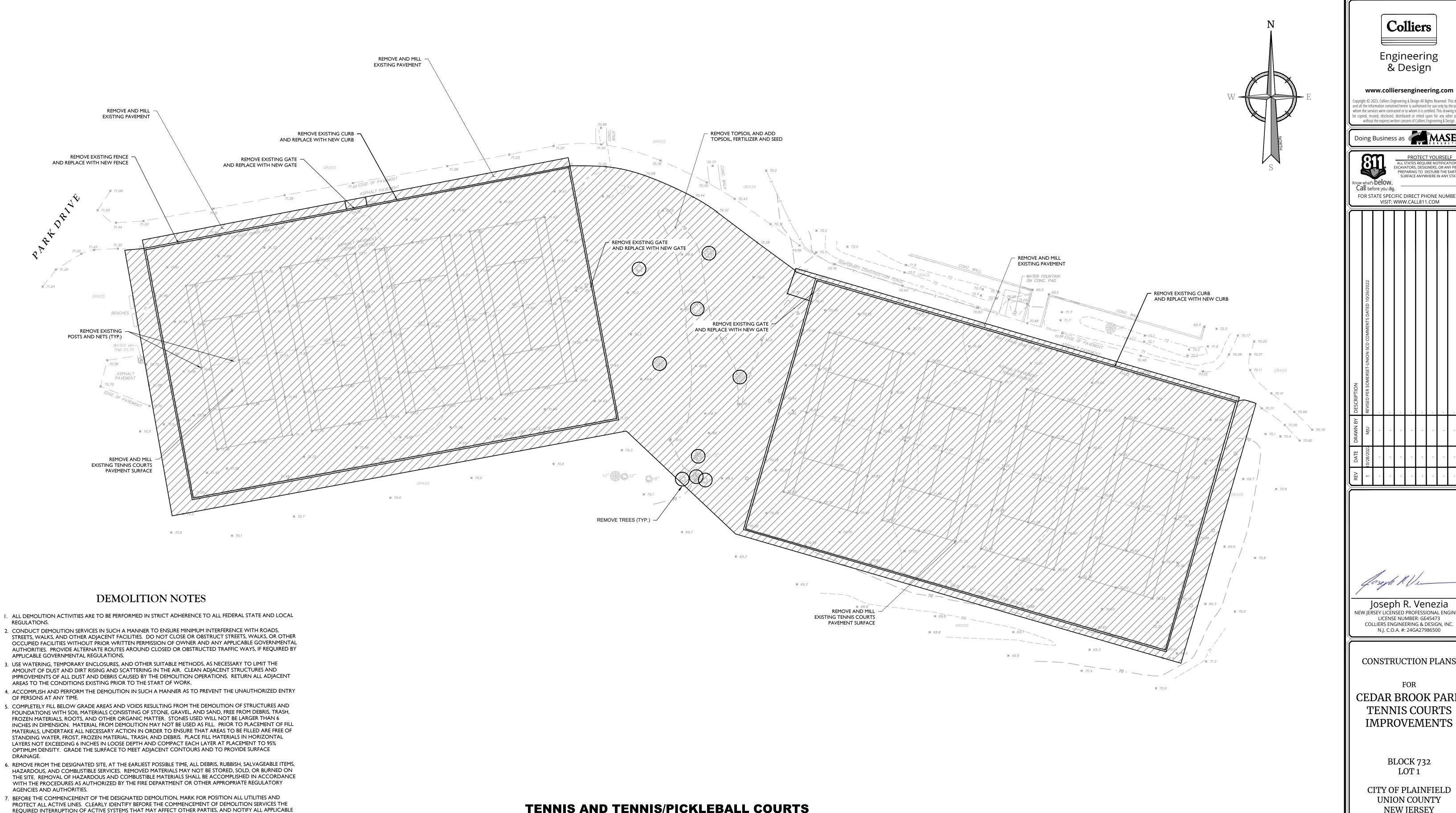




STRAW MULCHING

Colliers  Engineering & Design										
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CONSTRUCTION PLANS  FOR  CEDAR BROOK PARK  TENNIS COURTS  IMPROVEMENTS										<b>=</b>
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NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION.



**TENNIS AND TENNIS/PICKLEBALL COURTS DEMOLITION PLAN CEDAR BROOK PARK** 

UTILITY COMPANIES TO ENSURE THE CONTINUATION OF SERVICE.

SHALL BE PAID FOR THROUGH THE LUMP SUM PRICE FOR CLEARING SITE.

9. THE LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE. ALL SHALL BE VERIFIED IN FIELD BY

IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL PROCEDURES ARE TO BE IN

ETC. AS SPECIFIED ON THE PLANS OR REQUIRED TO CONSTRUCT THE PROPOSED IMPROVEMENTS.

10. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING CONDITIONS WHICH ARE TO BE REMOVED.

I. THE ITEM CLEARING SITE SHALL ALSO INCLUDE THE REMOVAL OF ALL ROOTS, UNDERGROWTH, DEAD TREES, STUMPS, GRASS, ROOT MAT, AND VEGETATION NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. 12. THE ITEM CLEARING SITE SHALL ALSO INCLUDE THE REMOVAL OF ALL EXISTING ELECTRONIC LIGHTING SYSTEM

COMPONENTS, INCLUSIVE OF POLES, LIGHTING FIXTURES, WIRING, CONDUITS, TRANSFORMERS, METER BOXES,

13. IF THE BASE PROPOSAL IS AWARDED, THE LIMIT OF CLEARING EXISTING ELECTRONIC LIGHTING SYSTEM WILL BE BASED ON LIMITS AS SHOWN IN THE CONSTRUCTION DOCUMENTS. IF ALTERNATE A AND/OR B IS/ARE AWARDED, THE EXISTING LIGHTING SYSTEM ON THE TENNIS/ AND/OR TENNIS/PICKLEBALL COURTS WILL BE REMOVED. IF ONLY BASE PROPOSAL IS AWARDED, THE EXISTING LIGHTING SYSTEM WITHIN THE COURTS WILL

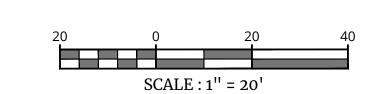
REMAIN FOR FUTURE USE AND LIMITS WILL BE COORDINATED IN THE FIELD WITH THE ENGINEER AND OWNER. 14. CONTRACTOR TO PROVIDE, AND REMOVE AT THE CONCLUSION OF THE WORK, A TEMPORARY SITE ENCLOSURE FENCE AROUND THE WORK AREA. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS MATERIAL OR LABOR, AND

ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL

8. ALL TREES TO REMAIN UNLESS OTHERWISE SHOWN.

BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS NECESSARY.

CONTRACTOR.



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Joseph R. Venezia NEW JERSEY LICENSED PROFESSIONAL ENGINEER LICENSE NUMBER: GE45473

CONSTRUCTION PLANS

N.J. C.O.A. #: 24GA27986500

CEDAR BROOK PARK TENNIS COURTS **IMPROVEMENTS** 

> BLOCK 732 LOT 1

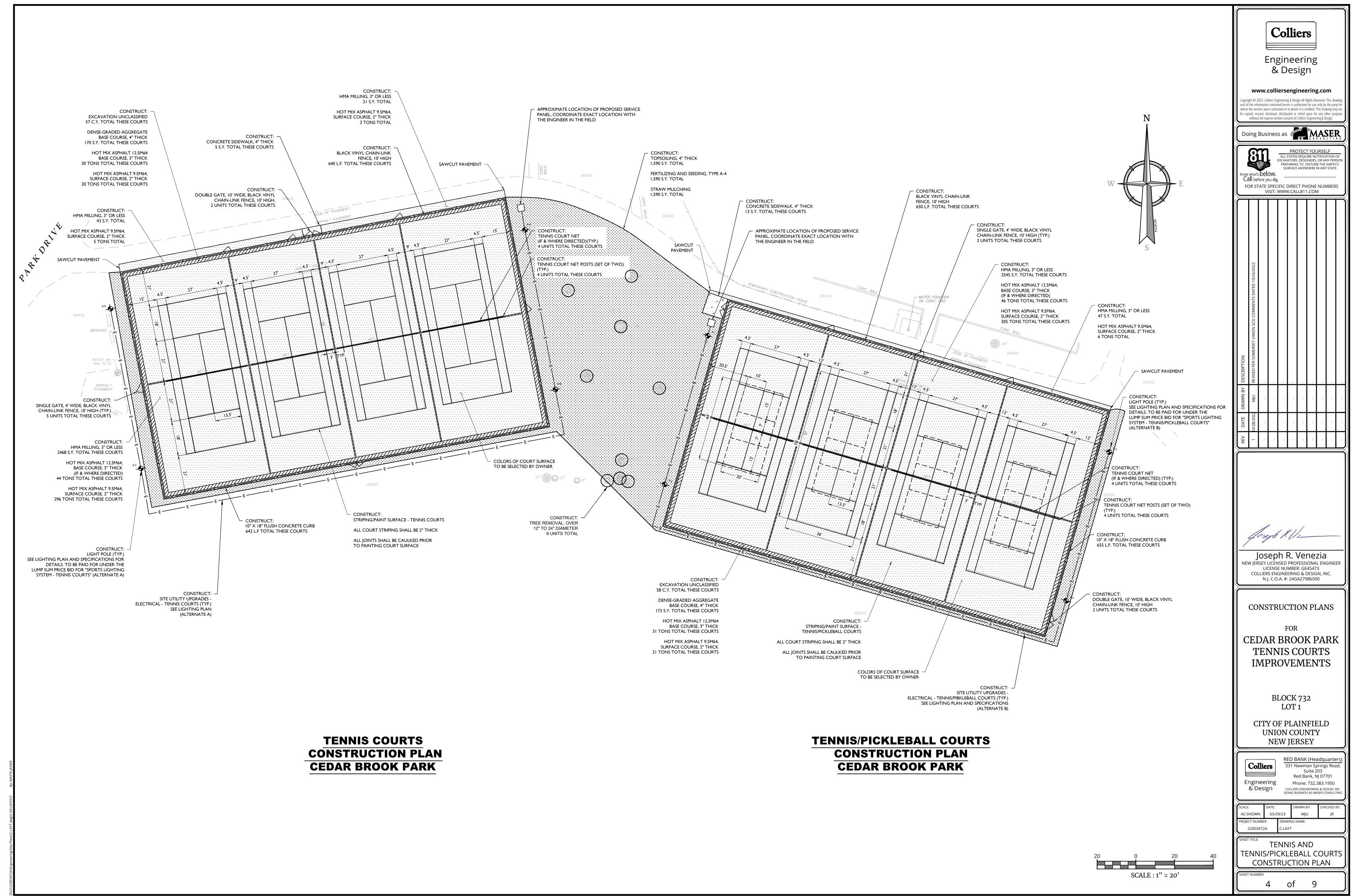
CITY OF PLAINFIELD UNION COUNTY **NEW JERSEY** 

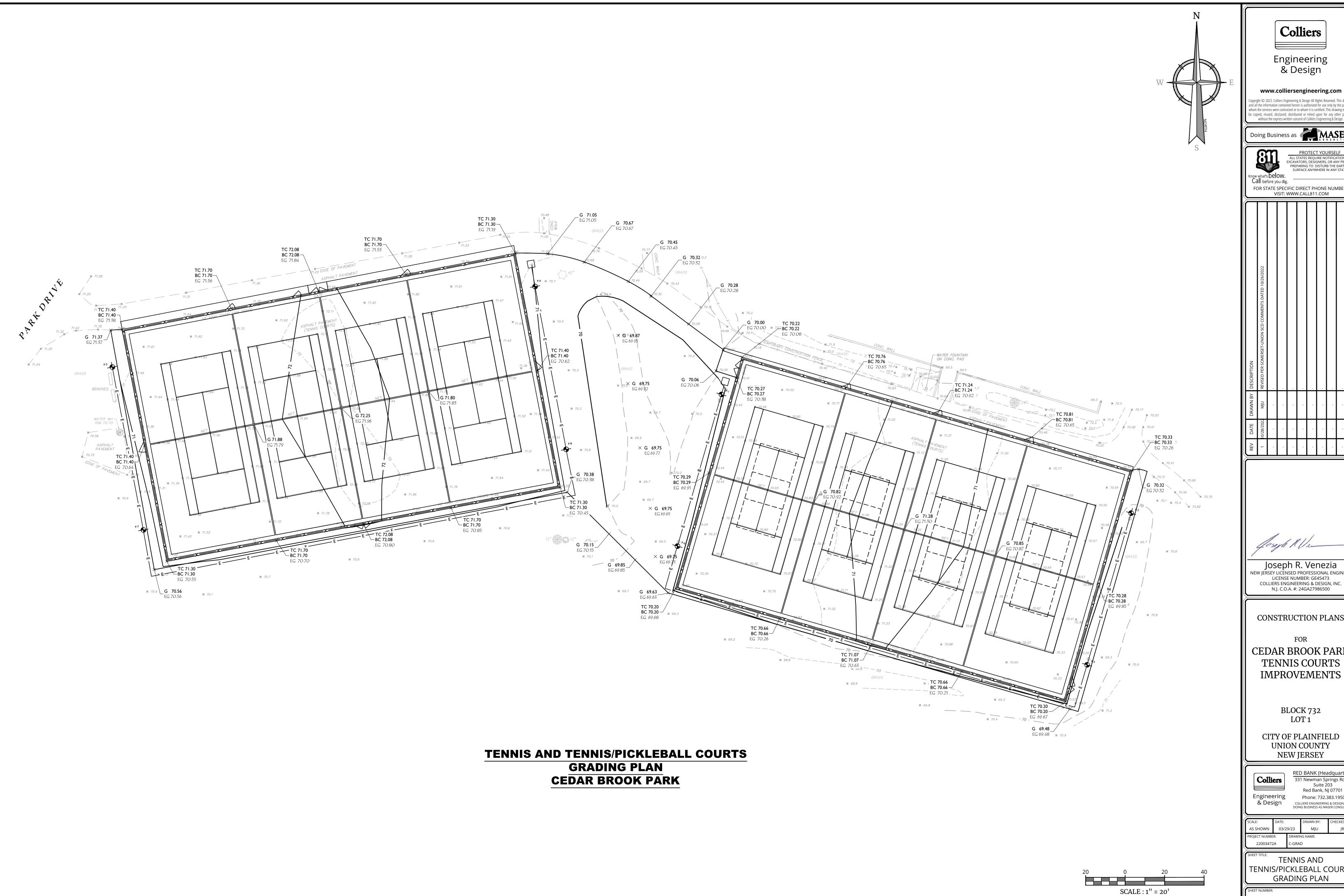
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SITE DEMOLITION PLAN





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CONSTRUCTION PLANS

FOR CEDAR BROOK PARK **TENNIS COURTS** 

BLOCK 732

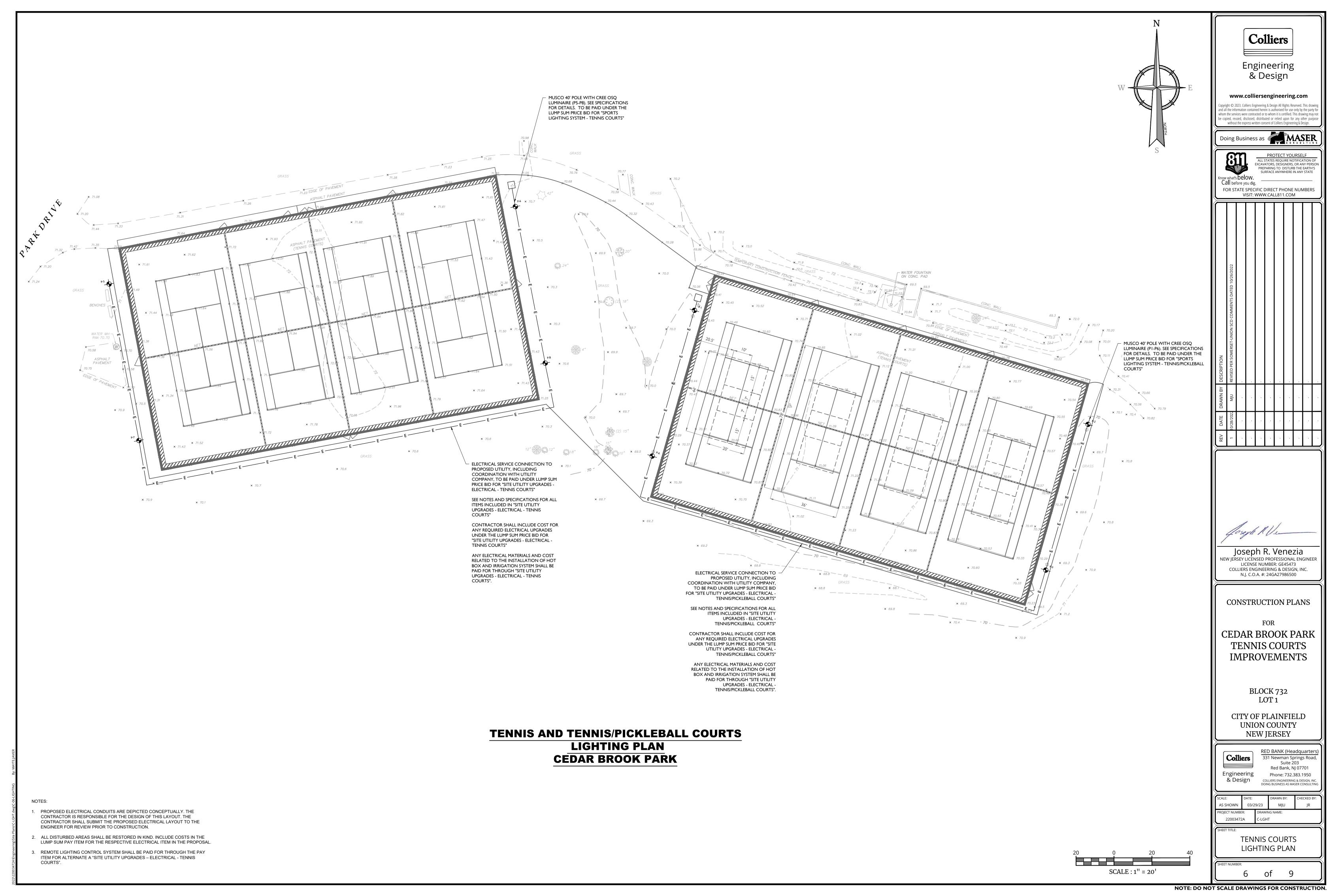
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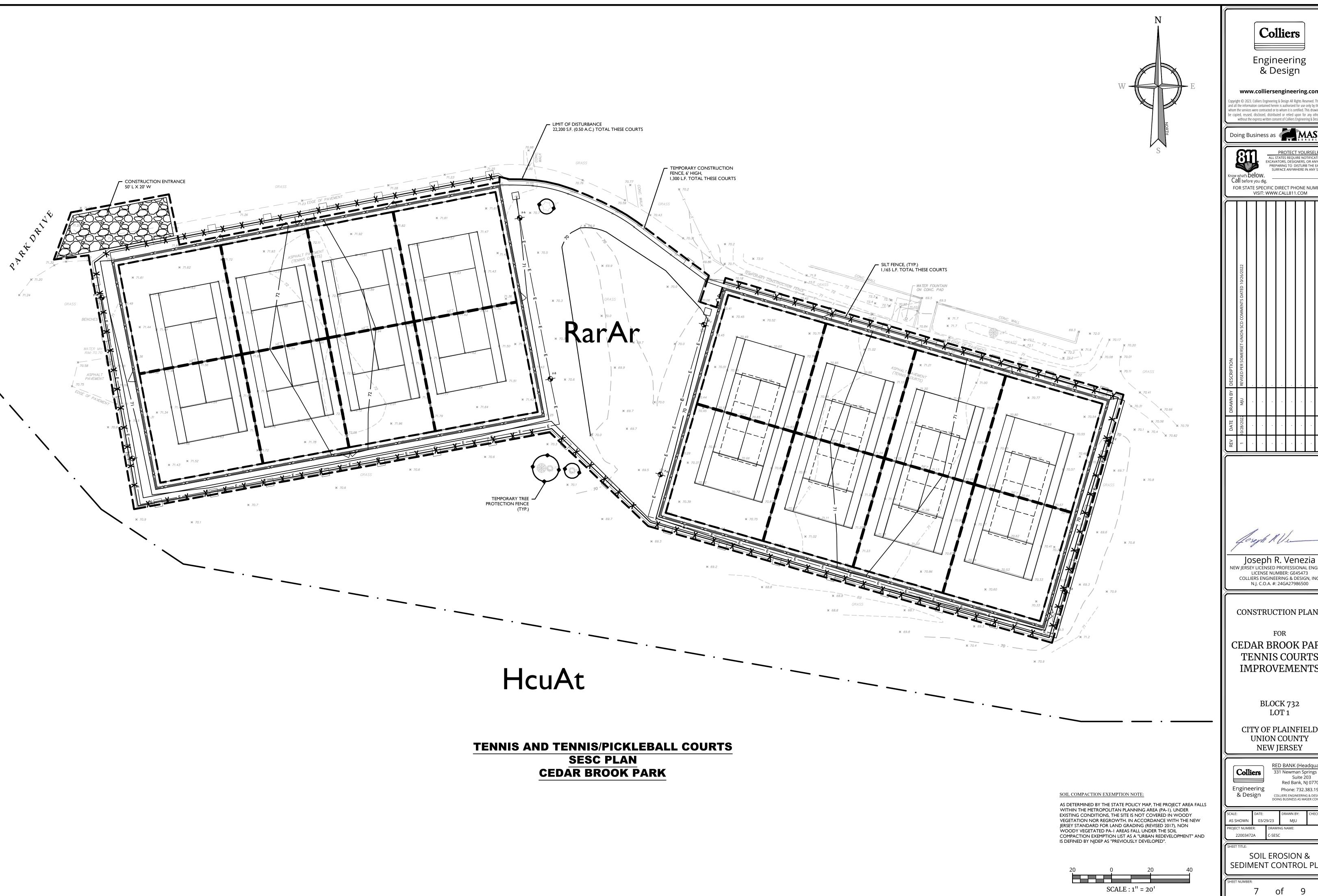
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**TENNIS AND** 

TENNIS/PICKLEBALL COURTS **GRADING PLAN** 





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CONSTRUCTION PLANS

CEDAR BROOK PARK TENNIS COURTS **IMPROVEMENTS** 

> BLOCK 732 LOT 1

CITY OF PLAINFIELD UNION COUNTY **NEW JERSEY** 

Colliers 331 Newman Springs Road, Suite 203 Red Bank, NJ 07701 Engineering & Design

Phone: 732.383.1950 COLLIERS ENGINEERING & DESIGN, INC DOING BUSINESS AS MASER CONSULTIN

SOIL EROSION & SEDIMENT CONTROL PLAN

SOMERSET-UNIION SOIL CONSERVATION DISTRICT SOIL EROSION AND SEDIMENT CONTROL NOTES 1. THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY SOIL DISTURBING ACTIVITY.

ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE INSTALLED PRIOR TO SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED 3. ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 30 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO NJ STATE STANDARDS.

4. PERMANENT VEGETATION SHALL BE SEEDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCH WILL BE USED FOR PROTECTION UNTIL SEEDING IS ESTABLISHED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH NJ STATE STANDARDS FOR SOIL EROSION AND SEDIMENT

6. A SUB-BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZE STREETS, ROADS, DRIVEWAYS AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE SUB-BASE SHALL BE INSTALLED WITHIN 15 DAYS OR PRELIMINARY GRADING. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING ALL CRITICAL AREAS SUBJECT TO EROSION (I.E.: STEEP SLOPES, ROADWAY EMBANKMENTS) WILL RECEIVE TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO THE NJ STATE

CONTROL IN NEW JERSEY

8. ANY STEEP SLOPES RECEIVING PIPELINE INSTALLATION WILL BE BACKFILLED AND STABILIZED DAILY, AS THE

9. TRAFFIC CONTROL STANDARDS REQUIRE THE INSTALLATION OF A 50' X 30' X 6" PAD OF 1  $\frac{1}{2}$ " OR 2" STONE, AT ALL CONSTRUCTION DRIVEWAYS, IMMEDIATELY AFTER INITIAL SITE DISTURBANCE. 10. AT THE TIME WHEN THE SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER, SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT WILL PERMANENTLY ADJUST THE SOIL CONDITIONS AND RENDER IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS, NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.

11. IN THAT NJSA 4:24-39 ET SEQ., REQUIRES THAT NO CERTIFICATE OF OCCUPANCY BE ISSUED BEFORE THE PROVISION OF THE CERTIFIED PLAN FOR SOIL EROSION AND SEDIMENT CONTROL HAVE BEEN COMPLIED WITH FOR PERMANENT MEASURES, ALL SITE WORK FOR SITE PLANS AND ALL WORK AROUND INDIVIDUAL LOTS IN SUBDIVISIONS, WILL HAVE TO BE COMPLETED PRIOR TO THE DISTRICT ISSUING A REPORT OF COMPLIANCE FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY.

12. CONDUIT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM 13. ANY CHANGES TO THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN WILL REQUIRE THE SUBMISSION OF REVISED SOIL EROSION AND SEDIMENT CONTROL PLANS TO THE DISTRICT FOR RECERTIFICATION. THE REVISED PLANS

MUST MEET ALL CURRENT NJ STATE SOIL EROSION & SEDIMENT CONTROL STANDARDS. 14. THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED OF ANY CHANGES IN OWNERSHIP. 15. MULCHING TO THE NJ STANDARDS IN REQUIRED FOR OBTAINING A CONDITIONAL REPORT OF COMPLIANCE.

16. CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL ADJACENT ROADS CLEAN DURING LIFE OF CONSTRUCTION 17. THE DEVELOPER SHALL BE RESPONSIBLE FOR REMEDIATING ANY EROSION OR SEDIMENT PROBLEMS THAT ARISE AS

A RESULT OF ONGOING CONSTRUCTION ATE THE REQUEST OF THE SOMERSET-UNION SOIL CONSERVATION DISTRICT 18. HYDRO SEEDING IS A TWO-STEP PROCESS. THE FIRST STEP INCLUDES SEED, FERTILIZER, LIME, ETC., ALONG WITH MINIMAL AMOUNTS OF MULCH TO PROMOTE CONSISTENCY, GOOD SEED TO SOIL CONTACT, AND GIVE A VISUAL INDICATION OF COVERAGE. UPON COMPLETION OF SEEDING OPERATION, HYDRO-MULCH SHALL BE APPLIED AT A RATE OF 1500 LBS. PER ACRE. THE USE OF HYDRO-MUCH, AS OPPOSED TO STRAW, IS LIMITED TO OPTIMUM SEEDING

19. UNFILTERED DEWATERING IS NOR PERMITTED. NECESSARY PRECAUTIONS MUCH BE TAKEN DURING ALL DEWATERING OPERATIONS TO MINIMIZE SOIL TRANSFER. ANY DEWATERING METHODS USED MUST BE IN ACCORDANCE WITH THE STANDARD FOR DEWATERING.

# CONSTRUCTION SEQUENCE

EXACT TIMING FOR DEVELOPMENT OF THIS PROJECT IS NOT KNOWN AT THIS TIME. HOWEVER, IT IS ANTICIPATED THAT CONSTRUCTION WILL COMMENCE IN THE SPRING OF 2016 AND WILL PROCEED IMMEDIATELY AND CONTINUOUSLY ONCE THE REQUIRED APPROVALS ARE SECURED. ITEMS AND DURATIONS OF CONSTRUCTION WILL OCCUR\_APPROXIMATELY AS FOLLOWS:

<u>PHASE</u>	<u>DURATION</u>
1. TEMPORARY SOIL EROSION CONTROLS	1 WEEK
2. SITE PREPARATION	1 WEEK
3. MILLING, BASE REPAIR, PAVING AND GRADING	2 WEEKS
4. INSTALLATION OF FENCE	1 WEEK
5. TOPSOILING, FERTILIZING AND SEEDING, AND STRAW MULCHING	3 DAYS
6. PERMANENT VEGETATIVE COVER	2 DAYS
7. REMOVAL OF SOIL EROSION AND SEDIMENT CONTROL MEASURES	2 DAYS
TOTAL ESTIMATED PROJECT DURATION:	6 WEEKS
*TEMPORARY SEEDING SHALL ALSO BE PERFORMED WHEN NECESSARY IN ACCOUNTH NOTE NO. 6 OF THE SOIL EROSION AND SEDIMENT CONTROL NOTES.	ORDANCE

# RIPRAP SPECIFICATIONS

RIPRAP GRADATION

THE RIPRAP SHALL BE COMPOSED OF WELL-GRADED MIXTURE SUCH THAT 50% OF THE MIXTURE BY WEIGHT SHALL BE LARGER THAN THE d50 SIZE AS DETERMINED FROM THI DESIGN PROCEDURE. A WELL-GRADED MIXTURE AS USED HEREIN IS DEFINED AS A MIXTURE COMPOSED PRIMARILY OF THE LARGER STONE SIZES BUT WITH A SUFFICIENT MIXTURE OF OTHER SIZES TO FILL THE PROGRESSIVELY SMALLER VOIDS BETWEEN THE STONES. THE DIAMETER OF THE LARGEST STONE SIZE IN SUCH A MIXTURE SHALL BE 1.5 TIMES THE d50 SIZE. THE d75 SHOULD BE 1.25 TIMES THE d50 AND THE d15 SHOULD BE 0.5 TIMES THE d50 SIZE.

THE DESIGNER AFTER DETERMINING THE RIPRAP SIZE THAT WILL BE STABLE UNDER THE FLOW CONDITION SHALL CONSIDER THAT SIZE TO BE A MINIMUM SIZE AND THEN, BASED ON RIPRAP GRADATIONS ACTUALLY AVAILABLE IN THE AREA SELECT THE SIZE OR SIZES THAT EQUAL OR EXCEED THE MINIMUM SIZE. THE POSSIBILITY OF VANDALISM SHALL BE CONSIDERED BY THE DESIGNER IN SELECTING A RIPRAP SIZE. IF THE d50 SIZE IS INCREASED, THE APRON THICKNESS SHALL BE INCREASED PROPORTIONATELY. FILTER

SYNTHETIC FILTER FABRIC SHALL MEET THE U.S. ARMY CORPS OF ENGINEERS GUIDE SPECS, CW02215, NOVEMBER 1977 FOR STRENGTH, RIPRAP THAT IS 12" AND LARGER SHALL NOT BE DUMPED DIRECTLY ONTO SYNTHETIC FILTER CLOTH UNLESS THE MANUFACTURER RECOMMENDS SUCH USE OF THE CLOTH. OTHERWISE, A 4" MINIMUM THICKNESS BLANKET OF GRAVEL SHALL BE PLACED DIRECTLY ON THE FILTER CLOTH BY HAND OR BY THE BUCKET OF THE EQUIPMENT.

STONE FOR RIPRAP SHALL CONSIST OF FIELD STONE OR QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. THE STONE SHALL BE HARD AND ANGULAR AND OF SUCH QUALITY THAT IT WILL NOT DISINTEGRATE ON EXPOSURE TO WATER OR WEATHERING. THE SPECIFIC GRAVITY ON THE INDIVIDUAL STONES SHALL BE AT LEAST 2.5.

RUBBLE CONCRETE MAY BE USED, PROVIDED IT HAS A DENSITY OF AT LEAST 150 POUNDS PER CUBIC FOOT, AND OTHERWISE MEETS THE REQUIREMENTS OF THIS STANDARD.

# DUST CONTROL NOTE

# DUST GENERATION SHALL BE CONTROLLED ON A CONSTANT BASIS BY WETTING THE SURFACE AND/OR APPLICATION OF CALCIUM CHLORIDE

MATERIAL	WATER DILUTION	TYPE OF NOZZLE	APPLY GAL/ACRE			
ANIONIC ASPHALT EMULSION	7:1	COARSE SPRAY	1200			
	12.5:1	12.5:1 FINE SPRAY				
	4:1	FINE SPRAY	300			
POLYACRYLAMIDE (PAM) — SPRAY ON POLYACRYLAMIDE (PAM) — DRY SPREAD	Apply according to manufacturer's instructions. Ma also be used as an additive to sediment basins to flocculate and precipiate suspended colloids. See Sediment Basin standard, p. 26-1					
ACIDULATED SOY BEAN SOAP STICK	NONE	COARSE SPRAY	1200			

# STANDARD FOR

STABILIZATION WITH MULCH ONLY SITE PREPARATION
 A. INSTALL EROSION CONTROL MEASURES AND FACILITIES SUCH AS SILT FENCE

DIVERSIONS, SEDIMENT BASINS, CHANNEL STABILIZATION, ETC. SEE STANDARDS 11 B. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR MULCH APPLICATION, MULCH ANCHORING AND MAINTENANCE. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH THE STANDARD FOR LAND GRADING.

A. MULCHING IS REQUIRED ON ALL SEEDING. B. STRAW OR HAY - UNROTTED SMALL GRAIN STRAW, HAY FREE OF SEEDS. OR SALT HAY TO BE APPLIED AT THE RATE OF 2 TO 2-1/2 TONS PER ACRE (90 TO 115 POUNDS PER 1,000 SQUARE FEET), EXCEPT THAT WHERE A CRIMPER IS USED INSTEAD OF A LIQUID MULCH-BINDER TACKIFYING OR ADHESIVE AGENT). THE RATE OF APPLICATION IS 3 TONS PER ACRE. MULCH CHOPPER-BLOWERS MUST NOT GRIND THE MULCH. HAY MULCH IS NOT RECOMMENDED FOR ESTABLISHING FINE TURF OR LAWNS DUE TO THE PRESENCE OF WEED SEED. STRAW OR HAY MULCH MUST BE ANCHORED IMMEDIATELY AFTER PLACEMENT USING PEG AND TWINE, MULCH NETTI MECHANICAL CRIMPER OR LIQUID MULCH BINDERS IN ACCORDANCE WITH THE STANDARD : WOOD-FIBER OR PAPER-FIBER MULCH — SHALL BE MADE FROM WOOD, PLANT FIBERS OR PAPER CONTAINING NO GROWTH OR GERMINATION INHIBITING MATERIALS, USED AT THE RATE OF 1,500 POUNDS PER ACRE (OR AS RECOMMENDED BY THE PRODUCT MANUFACTURER) AND MAY BE APPLIED BY A HYDROSEFDER. THIS MUICH SHALL NOT DE MIXED IN THE TANK WITH SEED. USE IS LIMITED TO FLATTER SLOPES AND DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL.

# ACID PRODUCING SOILS

1. LIMIT THE EXCAVATION AREA AND EXPOSURE TIME WHEN HIGH AID PRODUCING SOILS ARE ENCOUNTERED.

2. TOPSOIL STRIPPED FROM THE SITE SHALL BE STORED SEPARATELY FROM TEMPORARILY STOCKPILED HIGH ACID PRODUCING SOILS.

3. STOCKPILES OF HIGH ACID PRODUCING SOIL SHOULD BE LOCATED ON LEVEL LAND TO MINIMIZE ITS MOVEMENT, ESPECIALLY WHEN THIS MATERIAL HAS A HIGH CLAY

4. TEMPORARILY STOCKPILED HIGH ACID PRODUCING SOIL MATERIAL TO BE EXPOSED MORE THAN 30 DAYS SHOULD BE COVERED WITH PROPERLY ANCHORED, HEAVY GRADE SHEETS OF POLYETHYLENE WHERE POSSIBLE. IF NOT POSSIBLE, STOCKPILES SHALL BE COVERED WITH A MINIMUM OF 3 TO 6 INCHES OF WOOD CHIPS TO MINIMIZE EROSION OF THE STOCKPILE. SILT FENCE SHALL BE INSTALLED AT THE TOE OF SLOPE TO CONTAIN MOVEMENT OF THE STOCKPILED MATERIAL. TOPSOIL SHALL NOT E APPLIED TO THE STOCKPILES TO PREVENT TOPSOIL CONTAMINATION WITH HIGH

5. HIGH ACID PRODUCING SOILS WITH A pH OF 4 OR LESS, OR CONTAINING IRON SULFIDE. (INCLUDING BORROW FROM CUTS) SHALL BE ULTIMATELY PLACED OR BURIED WITH LIMESTONE APPLIED AT A RATE OF 6 TONS PER ACRE (OR 275 POUNDS PER 1,000 SQUARE FEET OF SURFACE AREA) AND COVERED WITH A MINIMUM OF 12 INCHES OF SETTLED SOIL WITH A PH OF 5 OR MORE EXCEPT AS FOLLOWS:

A. AREAS WHERE TREES OR SHRUBS ARE TO BE PLANTED SHALL BE COVERED WITH A MINIMUM OF 24 INCHES OF SOIL WITH A pH OF 5 OR MORE. B. DISPOSAL AREAS SHALL NOT BE LOCATED WITHIN 24 INCHES OF ANY SURFACE

OF A SLOPE OR BANK, SUCH AS BERMS, STREAM BANKS, DITCHES AND OTHERS TO PREVENT POTENTIAL LATERAL LEACHING DAMAGES. 6. EQUIPMENT USED FOR MOVEMENT OF HIGH ACID PRODUCING SOILS SHOULD BE CLEANED AT THE END OF EACH DAY TO PREVENT SPREADING OF HIGH ACID SOIL MATERIALS TO OTHER PARTS OF THE SITE, INTO STREAMS OR STORMWATER CONVEYANCES AND TO PROTECT MACHINERY FROM ACCELERATED RUSTING.

7. NON VEGETATIVE EROSION CONTROL PRACTICES (STONE TRACKING PADS, STRATEGICALLY PLACED LIMESTONE CHECK DAM, SILT FENCE, WOOD CHIPS) SHOULD BE INSTALLED TO LIMIT THE MOVEMENT OF HIGH ACID PRODUCING SOILS FROM,

8. FOLLOWING BURIAL OR REMOVAL OF HIGH ACID PRODUCING SOIL, TOPSOILING AND SEEDING OF THE SITE, (SEE TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION, PG. 7-1, PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION, PG. 4-1 AND TOPSOILING, PG 8-1) MONITORING SHOULD CONTINUE FOR APPROXIMATELY 6 TO 12 MONTHS TO ASSURE THERE IS ADEQUATE STABILIZATION AND THAT NO HIGH ACID SOIL PROBLEMS EMERGE. IF PROBLEMS STILL EXIST THE AFFECTED AREA MUST BE TREATED AS INDICATED ABOVE TO CORRECT THE PROBLEM.

9. MONITORING OF AREAS WHERE HIGH ACID PRODUCING SOIL HAS BEEN PLACED OR BURIED SHOULD BE PERFORMED FOR AT LEAST 2 YEARS OR LONGER IF PROBLEMS OCCURS, TO ASSURE THERE IS NO MIGRATION OF POTENTIAL ACID LEACHATE.

# REQUIRED INSPECTIONS AND REPORTS 1. ROUTINE INSPECTIONS

a. THE PERMITTEE SHALL CONDUCT AND DOCUMENT ROUTINE INSPECTIONS OF THE FACILITY TO IDENTIFY AREAS CONTRIBUTING TO THE STORMWATER DISCHARGE AUTHORIZED BY THIS PERMIT AND EVALUATE WHETHER THE STORMWATER POLLUTION PREVENTION PLAN (SPPP) IDENTIFIED UNDER E.1 OF THE 5G3-CONSTRUCTION ACTIVITY STORMWATER (GP) PART I NARRATIVE REQUIREMENTS, INCLUDING THIS SOIL EROSION AND SEDIMENT CONTROL PLAN IS BEING PROPERLY IMPLEMENTED AND MAINTAINED, OR WHETHER ADDITIONAL MEASURES. ARE NEEDED TO IMPLEMENT THE SPPP. (ROUTINE INSPECTIONS MINIMUM WEEKLY). ONCE INSTALLATION OF ANY REQUIRED OR OPTIONAL EROSION CONTROL DEVICE OR MEASURE HAS BEEN IMPLEMENTED, ROUTINE INSPECTIONS, MINIMUM WEEKLY, OF EACH MEASURE SHALL BE PERFORMED BY THE CONTRACTOR'S INSPECTION PERSONNEL AND THE RESULTS RECORDED TO INVENTORY AND REPORT THE CONDITION OF EACH MEASURE TO ASSIST IN MAINTAINING THE EROSION AND SEDIMENT CONTROL MEASURES IN GOOD

THESE REPORT FORMS SHALL BECOME AN INTEGRAL PART OF THE SWPPP AND SHALL BE MADE READILY ACCESSIBLE TO GOVERNMENTAL INSPECTION OFFICIALS, THE OPERATOR'S ENGINEER, AND THE OPERATOR FOR REVIEW UPON REQUEST DURING VISITS TO THE PROJECT SITE. IN ADDITION, COPIES OF THE REPORTS SHALL BE PROVIDED TO ANY OF THESE PERSONS, UPON REQUEST, VIA MAIL OR FACSIMILE TRANSMISSION.

OTHER RECORD-KEEPING REQUIREMENTS THE CONTRACTOR SHALL KEEP THE FOLLOWING RECORDS RELATED TO CONSTRUCTION ACTIVITIES AT THE SITE:
- DATES WHEN MAJOR GRADING ACTIVITIES OCCUR AND THE AREAS WHICH WERE GRADED
- DATES AND DETAILS CONCERNING THE INSTALLATION OF STRUCTURAL CONTROLS
- DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA
- DATES WHEN AN AREAS IS STABILIZED, EITHER TEMPORARILY OR PERMANENTLY

DATES OF RAINFALL AND THE AMOUNT OF RAINFALL
DATES AND DESCRIPTIONS OF THE CHARACTER AND AMOUNT OF AN SPILLS OF HAZARDOUS MATERIALS RECORDS OF REPORTS FILED WITH REGULATORY AGENCIES IF REPORTABLE QUANTITIES OF HAZARDOUS MATERIALS SPILLED

THE PERMITTEE SHALL PREPARE AN ANNUAL REPORT SUMMARIZING EACH INSPECTION PERFORMED UNDER 1.A., ABOVE. THIS REPORT SHALL BE ACCOMPANIED BY AN ANNUAL CERTIFICATION, ON A FORM PROVIDED BY THE NJDEP THAT THE FACILITY IS IN COMPLIANCE WITH ITS SPPP AND THIS PERMIT, EXCEPT THAT IF THERE ARE ANY INCIDENTS OF NONCOMPLIANCE, THOSE INCIDENTS SHALL BE IDENTIFIED IN THE CERTIFICATION. IF THERE ARE INCIDENTS OF NONCOMPLIANCE, THE REPORT SHA IDENTIFY THE STEPS BEING TAKEN TO REMEDY THE NONCOMPLIANCE AND TO PREVEN SUCH INCIDENTS FROM RECURRING. THE REPORT AND CERTIFICATION SHALL BE SIGNED AND DATED BY THE PERMITTEE IN ACCORDANCE WITH N.J.A.C. 7:14A-4.9, AND SHALL BE MAINTAINED FOR A PERIOD OF AT LEAST FIVE YEARS ALONG WITH COPIES OF ALI NSPECTION REPORTS AND RECORD KEEPING. THIS PERIOD MAY BE EXTENDED BY WRITTEN REQUEST FROM THE DEPARTMENT AT ANY TIME (SEE N.J.A.C. 7:14A-6.6).

3. REPORTS OF NONCOMPLIANCE

2. ANNUAL REPORTS AND CERTIFICATIONS

a. ALL INSTANCES OF NONCOMPLIANCE NOT REPORTED UNDER N.J.A.C. 7:14A-6.10 SHALL BE REPORTED TO THE DEPARTMENT ANNUALLY. 4. NOTIFICATION OF COMPLETION

a. THE SOIL CONSERVATION DISTRICT WILL PROVIDE THE DEPARTMENT A COPY OF THE REPORT OF COMPLIANCE ISSUED UNDER N.J.A.C. 2:90—1 FOR COMPLETED CONSTRUCTION ACTIVITIES, EXCEPT SINGLE FAMILY HOME CONSTRUCTION UNDER B. BELOW. THE REPORT OF COMPLIANCE SHALL SERVE AS THE NOTIFICATION OF COMPLETION

b. THE BUILDER OF A SINGLE FAMILY HOME THAT IS AUTHORIZED UNDER THIS PERMIT, BUT NOT WITHIN THE DEFINITION OF "PROJECT AT N.J.S.A. 4:24-416, SHALL SEND A COPY OF THE FINAL CERTIFICATE OF OCCUPANCY TO THE SOIL CONSERVATION DISTRICT. THE SOIL CONSERVATION DISTRICT WILL PROVIDE A COPY OF THE FINAL CERTIFICATE OF OCCUPANCY TO THE DEPARTMENT, WHICH WILL SERVE AS NOTIFICATION OF COMPLETION.

# <u>CONSTRUCTION SITE WASTE CONTRO</u>

1. THE CONSTRUCTION SITE WASTE CONTROL COMPONENT OF THE SPPP CONSISTS OF THE REQUIREMENTS IN 2., 3., AND 4. BELOW. THESE REQUIREMENTS BECAME OPERATIVE ON MARCH 3, 2004 AND APPLY TO CONSTRUCTION ACTIVITIES THAT COMMENCE ON OR AFTER MARCH 3, 2004. ANY NEW CONSTRUCTION ACTIVITY FOR WHICH AN RFA IS SUBMITTED ON OR AFTER MARCH 3, 2004 OR WHICH RECEIVE AUTOMATIC RENEWAL OF AUTHORIZATION UNDER THIS PERMIT AFTER MARCH 3, 2004. 2004 ALSO SHALL COMPLY WITH THESE REQUIREMENTS.

c. THE DOT SHALL PROVIDE WRITTEN NOTIFICATION TO THE DEPARTMENT WHEN DOT CERTIFIED PROJECTS ARE COMPLETED.

2. MATERIAL MANAGEMENT TO PREVENT OR REDUCE WASTE - ANY PESTICIDES, FERTILIZERS, FUELS, LUBRICANTS, PETROLEUM PRODUCTS, ANTI-FREEZE, PAINTS AND PAINT THINNERS, CLEANING SOLVENTS AND ACIDS, DETERGENTS, CHEMICAL ADDITIVES, AND CONCRETE CURING COMPOUNDS SHALL BE STORED IN CONTAINERS IN A DRY COVERED AREA. MANUFACTURERS' RECOMMENDED APPLICATION RATES, USES, AND METHODS SHALL BE STRICTLY FOLLOWED TO THE EXTENT NECESSARY TO PREVENT OR MINIMIZE THE PRESENCE OF WASTE FROM SUCH MATERIALS IN THE STORMWATER DISCHARGE AUTHORIZED BY THIS PERMIT. (THE PRECEDING SENTENCE DOES NOT APPLY TO ANY MANUFACTURERS' RECOMMENDATIONS ABOUT FERTILIZER OR OTHER MATERIAL THAT CONFLICT WITH THE EROSION AND SEDIMENT CONTROL COMPONENT OF THE FACILITY'S SPPP.)

3. WASTE HANDLING — THE FOLLOWING REQUIREMENTS APPLY ONLY TO CONSTRUCTION SITE WASTE THAT HAS THE POTENTIAL TO BE TRANSPORTED BY THE STORMWATER DISCHARGE AUTHORIZED BY THIS PERMIT. THE HANDLING AT THE CONSTRUCTION SITE OF WASTE BUILDING MATERIAL AND RUBBLE AND OTHER CONSTRUCTION SITE WASTES, INCLUDING LITTER AND HAZARDOUS AND SANITARY WASTES, SHALL CONFORM WITH THE STATE SOLID WASTE MANAGEMENT ACT, N.J.S.A. 13:1E-1 ET SEQ., AND ITS IMPLEMENTING RULES AT N.J.A.C. 7: 26, 7: 26A, AND 7: 26G; THE NEW JERSEY PESTICIDE CONTROL CODE AT N.J.A.C. 7:30; THE STATE LITTER STATUTE (N.J.S.A. 13:1E-99.3); AND OSHA REQUIREMENTS FOR SANITATION AT 29 C.F.R. 1926 (EXCEPT WHERE SUCH CONFORMANCE IS NOT RELEVANT TO THE STORMWATER DISCHARGE AUTHORIZED BY THIS PERMIT). CONSTRUCTION SITES SHALL HAVE ONE OR MORE DESIGNATED WASTE COLLECTION AREAS ONSITE OR ADJACENT TO THE SITE, AND AN ADEQUATE NUMBER OF CONTAINERS (WITH LIDS OF COVERS) FOR WASTE. WASTE SHALL BE COLLECTED FROM SUCH CONTAINERS BEFORE THEY OVERFLOW, AND SPILLS AT SUCH CONTAINERS SHALL BE CLEANED UP IMMEDIATELY.

a. CONSTRUCTION SITE WASTES INCLUDE BUT ARE NOT LIMITED TO:

. "CONSTRUCTION AND DEMOLITION WASTE," AS DEFINED IN N.J.A.C. 7:26-1.4 AS FOLLOWS: "WASTE BUILDING MATERIAL AND RUBBLE RESULTING FROM CONSTRUCTION. REMODELING. REPAIR. AND DEMOLITION OPERATIONS ON HOUSES. COMMERCIAL BUILDINGS, PAVEMENTS AND OTHER STRUCTURES. THE FOLLOWING MATERIALS MAY BE FOUND IN CONSTRUCTION AND DEMOLITION WASTE: TREATED AND UNTREATED WOOD SCRAP; TREE PARTS, TREE STUMPS AND BRUSH: CONCRETE, ASPHALT, BRICKS, BLOCKS AND OTHER MASONRY: PLASTER AND WALLBOARD: ROOFING MATERIALS; CORRUGATED CARDBOARD AND MISCELLANEOUS PAPER; FERROUS AND NON-FERROUS METAL NON-ASBESTOS BUILDING INSULATION; PLASTIC SCRAP; DIRT; CARPETS AND PADDING; GLASS (WINDOW AND DOOR);

AND OTHER MISCELLANEOUS MATERIALS; BUT SHALL NOT INCLUDE OTHER SOLID WASTE TYPES. II. ANY WASTE BUILDING MATERIAL AND RUBBLE RESULTING FROM SUCH OPERATIONS THAT IS HAZARDOUS FOR PURPOSES OF N.J.A.C. 7:26G (THE HAZARDOUS WASTE RULES).

DISCARDED (INCLUDING SPILLED) PESTICIDES, FERTILIZERS, FUELS, LUBRICANTS, PETROLEUM PRODUCTS, ANTI-FREEZE, PAINTS AND PAINT THINNERS, PAINT CHIPS AND SANDBLASTING GRITS, CLEANING SOLVENTS, ACIDS FOR CLEANING MASONRY SURFACES, DETERGENTS, CHEMICAL ADDITIVES USED FOR SOIL STABILIZATION (E.G., CALCIUM CHLORIDE),

iv. OTHER "LITTER." AS DEFINED AT N.J.S.A. 13:1E-215.D AS FOLLOWS: "ANY USED OR UNCONSUMED SUBSTANCE OR WASTE MATERIAL WHICH HAS BEEN DISCARDED WHETHER MADE OF ALUMINUM, GLASS, PLASTIC, RUBBER, PAPER, OR OTHER NATURAL OR SYNTHETIC MATERIAL, OR ANY COMBINATION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY BOTTLE, JAR OR CAN, OR ANY TOP, CAP OR DETACHABLE TAB OF ANY BOTTLE, JAR OR CAN, ANY UNLIGHTED CIGARETTE, CIGAR, MATCH OR ANY FLAMING OR GLOWING MATERIAL OR ANY GARBAGE, TRASH, REFUSE, DEBRIS RUBBISH. GRASS CLIPPINGS OR OTHER LAWN OR GARDEN WASTE, NEWSPAPERS, MAGAZINES, GLASS, METAL, PLASTI OR PAPER CONTAINERS OR OTHER PACKAGING OR CONSTRUCTION MATERIAL, BUT DOES NOT INCLUDE THE WASTE O THE PRIMARY PROCESSES OF MINING OR OTHER EXTRACTION PROCESSES, LOGGING, SAWMILLING, FARMING OR MANUFACTURING."

v. SANITARY SEWAGE AND SEPTAGE.

IMMEDIATELY. CLEANED UP MATERIALS SHALL BE PROPERLY DISPOSED OF.

vi. CONTAMINATED SOILS ENCOUNTERED OR DISCOVERED DURING EARTHMOVING ACTIVITIES OR DURING THE CLEANUP OF A LEAK OR DISCHARGE OF A HAZARDOUS SUBSTANCE.

b. CONCRETE TRUCK WASHOUT - CONCRETE TRUCK WASHOUT ONSITE IS PROHIBITED OUTSIDE DESIGNATED AREAS. DESIGNATED WASHOUT AREAS SHALL BE LINED AND BERMED TO PREVENT DISCHARGES TO SURFACE AND GROUND WATER. HARDENED CONCRETE FROM CONCRETE TRUCK WASHOUT SHALL BE REMOVED AND PROPERLY DISPOSED OF. c. SANITARY SEWAGE/SEPTAGE DISPOSAL - DISCHARGES OF RAW SANITARY SEWAGE OR SEPTAGE ONSITE ARE STRICTLY PROHIBITED. ADEQUATE FACILITIES WITH PROPER DISPOSAL SHALL BE PROVIDED AND MAINTAINED ONSITE OR ADJACENT TO THE SITE FOR ALL WORKERS AND OTHER SANITARY NEEDS.

4. SPILLS; DISCHARGES OF HAZARDOUS SUBSTANCES; FEDERALLY REPORTABLE RELEASES. a. SPILL KITS SHALL BE AVAILABLE ONSITE OR ADJACENT TO THE SITE FOR ANY MATERIALS THAT ARE LISTED IN 2. ABOVE AND USED OR APPLIED ONSITE. ALL SPILLS OF SUCH MATERIAL SHALL BE CONTAINED AND CLEANED UP

b. DISCHARGES OF HAZARDOUS SUBSTANCES (AS DEFINED IN N.J.A.C. 7:1E-1.6) IN CONSTRUCTION SITE WASTES ARE SUBJECT TO THE PROVISIONS OF THE SPILL COMPENSATION AND CONTROL ACT, N.J.S.A. 58:10—23.11 ET SEQ., AND OF DEPARTMENT RULES FOR DISCHARGES OF PETROLEUM AND OTHER HAZARDOUS SUBSTANCES AT N.J.A.C. 7:1E. NO DISCHARGE OF HAZARDOUS SUBSTANCES RESULTING FROM AN ONSITE SPILL SHALL BE DEEMED TO BE "PURSUANT O AND IN COMPLIANCE WITH [THIS] PERMIT" WITHIN THE MEANING OF THE SPILL COMPENSATION AND CONTROL ACT

c. RELEASES IN EXCESS OF REPORTABLE QUANTITIES (RO) ESTABLISHED UNDER 40 C.F.R. 110, 117, AND 302 THAT OCCUR WITHIN A 24-HR PERIOD MUST BE REPORTED TO THE NATIONAL RESPONSE CENTER (800 424-8802).

# STANDARD FOR SEEDING SPECIFICATIONS

TEMPORARY SEEDING

TEMPORARY VEGETATIVE COVER SHALL CONSIST OF PERENNIAL RYEGRASS APPLIED UNIFORMLY AT A RATE OF 2.3 POUNDS PER 1,000 SQ.FT. (100 lbs/Ac.), IN ACCORDANCE WITH TABLE 7-2, PAGE 7-2, LIMESTONE (PULVERIZED DOLOMITIC EQUIVALENT TO 50 PERCENT CALCIUM PLUS MAGNESIUM OXIDES) SHALL BE APPLIED AT THE RATE OF 90 lbs/1,000 SQ. FT. (2 TONS/Ac.) IN ACCORDANCE WITH PAGE 7-1. FERTILIZER (10-20-10 OR EQUIVALENT) AT THE RATE OF 11 Ibs/1,000 SQ. FT. (500 Ibs./Ac.) OR EQUIVALENT WITH 50% WATER INSOLUBLE NITROGEN. IN ACCORDANCE WITH PARAGRAPH 2A, PAGE 7-1. MULCHING IS REQUIRED ON ALL SEEDING AND SHALL BE ACCOMPLISHED AS FOLLOWS:

1. MULCH MATERIALS SHOULD BE UNROTTED SALT HAY, HAY, OR SMALL GRAIN STRAW AT A RATE OF 1-1/2 TO 2 TONS PER ACRE, OR 70 TO 90 POUNDS PER 1,000 SQUARE FOOT. MULCH BLOWERS SHOULD NOT GRIND THE MATERIAL. SPREAD UNIFORMLY BY HAND OR MECHANICALLY SO THAT APPROXIMATELY 95 PERCENT OF THE SOIL

SURFACE WILL BE COVERED. FOR UNIFORM DISTRIBUTION OF HAND SPREAD MULCH, DIVIDE AREA INTO APPROXIMATELY 1,000 SQUARE FOOT SECTIONS AND DISTRIBUTE 70 TO 90 POUNDS WITHIN EACH SECTION. MULCH ANCHORING SHALL BE ACCOMPLISHED USING EITHER PEG AND TWINE, MULCH NETTING, MULCH-ANCHORING COULTER TOOL OR LIQUID MULCH-BINDERS, PER THE ACCOMPANYING "STABILIZATION

# SEEDING SPECIFICATIONS - PERMANENT

1. SITE PREPARATION A. ALL NEWLY SEEDED AREAS WILL BE SPREAD WITH 5" UNSETTLED TOPSOIL THAT MEETS THE STANDARD FOR TOPSOILING.

B. INSTALL EROSION CONTROL MEASURES AND FACILITIES SUCH AS SILT FENCE, DIVERSIONS, SEDIMENT BASINS, CHANNEL STABILIZATION, ETC. SEE STANDARDS 11 THROUGH 42.
C. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, MULCH ANCHORING AND MAINTENANCE. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH THE STANDARD FOR LAND GRADING. SEEDBED PREPARATION

 A. SPECIFICATIONS OF THE STANDARDS FOR SOIL EROSION AND SEDIMENT IN N.J. IF SUITABLE SOIL

CANNOT BE FOUND ON-SITE, THE DEVELOPER WILL PROVIDE THE REQUIRED AMOUNT FROM A SOURCE FROM OFF-SITE. SOILS WITH A PH OF 4.0 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM DEPTH OF 12 INCHES OF SOIL HAVING PH OF 5.0 OR MORE IN ACCORDANCE WITH THE STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOIL.

B. TOPSOIL SHOULD BE HANDLED ONLY WHEN DRY ENOUGH TO WORK WITHOUT DAMAGING SOIL STRUCTURE.

C. APPLY GROUND LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST RECOMMENDATIONS SUCH AS OFFERED BY RUTGERS CO-OPERATIVE EXTENSION. SOIL SAMPLE MAILERS ARE AVAILABLE FROM THE LOCAL RUTGERS COOPERATIVE EXTENSION OFFICES. FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT WITH 50% WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE. APPLY LIMESTONE IN ACCORDANCE WITH THE TABLE BELOW AND THE RESULTS OF SOIL TESTING. CALCIUM CARBONATE IS THE EQUIVALENT AND STANDARD FOR MEASURING THE ABILITY OF LIMING MATERIALS TO NEUTRALIZE SOIL ACIDITY AND SUPPLY CALCIUM AND MACRESIUM TO CRASSES AND LECTIONE. MAGNESIUM TO GRASSES AND LEGUMES. THE TABLE BELOW IS A GENERAL GUIDELINE FOR LIMESTONE

LIMESTONE APPLICATION RATE BY SOIL TEXTURE
SOIL TEXTURE
CLAY, CLAY LOAM, AND HIGH ORGANIC SOIL

LBS/1,000 SQ. FT.
135 SANDY LOAM, LOAM, SILT LOAM LOAMY SAND, SAND

D. IMMEDIATELY PRIOR TO SEEDING AND TOPSOIL APPLICATION, THE SURFACE SHOULD BE SCARIFIED 6" TO 12" WHERE THERE HAS BEEN SOIL COMPACTION. THIS PRACTICE IS PERMISSIBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND UTILITIES (CABLES, IRRIGATION SYSTEMS, ETC.) E. WORK LIME AND FERTILIZER INTO THE SOIL TO A DEPTH OF APPROXIMATELY 4 INCHES. THE FINAL HARROWING OR DISC OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM SEEDBED IS PREPARED. F. REMOVE FROM THE SURFACE ALL STONES 2 INCHES OR LARGER IN ANY DIMENSION AND OTHER DEBRIS SUCH AS WIRE, TREE ROOTS, PIECES OF CONCRETE, CLODS, LUMPS OR OTHER UNSUITABLE MATERIAL. 3. SEEDING

A. SELECT AN APPROVED MIXTURE FROM THOSE LISTED BELOW OR AN APPROVED EQUAL AS SPECIFIED IN TABLE 4-3 OF THE STANDARD AND APPLY AS NOTED BELOW WITHIN THE DATES SPECIFIED IN THE STANDARD.

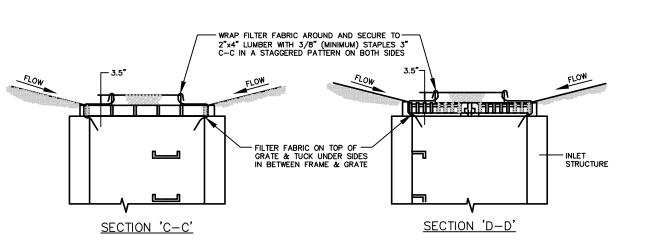
KIND OF SEED	PLANTING RATE LBS/ACRE	LBS /1000 S
HARD FESCUE		•
CHEWING FESCUE  STRONG CREEPING RED FESCUE	<del> 45</del>	1
PERENNIAL RYEGRASS ———	10	.25

\* OPTIMUM SEEDING DATES: 8/15 - 10/1

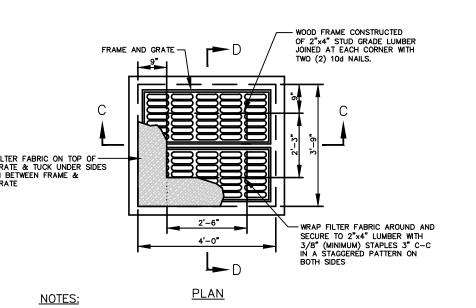
B. CONVENTIONAL SEEDING IS PERFORMED BY APPLYING SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL OR CULTIPACKER SEEDER. EXCEPT FOR DRILLED, HYDROSEEDED OR CULTIPACKED SEEDINGS, SEED SHALL BE INCORPORATED INTO THE SOIL WITHIN 24 HOURS OF SEEDBED PREPARATION TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE TEXTURED SOIL.

C. AFTER SEEDING, FIRMING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARIRTY, AND IMPROVE SEEDLING EMERGENCE. THIS IS THE PREFFERED METHOD. WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMIZED AND WATER CONSERVATION ONSITE WILL BE MAXIMIZED.

D. HYDROSEEDING IS A BROADCAST SEEDING METHOD USUALLY INVOLVING A TRUCK, OR TRAILOR MOUNTED TANK, WITH AN AGITATION SYSTEM AND HYDRAULIC PUMP FOR MIXING SEED, WATER AND FERTILIZER AND SPRAYING THE MIX ONTO THE PREPARED SEEDBED. WILL BE MINIMIZED AND WATER CONSERVATION ONSITE WILL BE MAXIMIZED. MULCH SHALL NOT BE INCLUDED IN THE TANK WITH THE SEED. SHORT FIBERED MULCH MAY BE APPLIED WITH A HYDROSEEDER FOLLOWING SEEDING. (ALSO SEE 4 — MULCHING BELOW). HYDROSEEDING IS NOT A PREFERRED METHOD BECAUSE SEED AND FERTILIZER ARE APPLIED TO THE SURFACE AND NOT INCORPORATED INTO THE SOIL WHEN POOR SEED TO SOIL CONTACT OCCURS, THERE IS A REDUCED SEED GERMINATION



CONSTRUCTION NOTES: 1. FILTER TO REMAIN UNTIL COMPLETION OF FINAL GRADING AND ESTABLISHMEN OF COVER. ALSO PERIODIC CHECKS MUST BE MADE AFTER EACH RAINFALL TO EXCAVATE AND REMOVE EXCESS SEDIMENT FROM AROUND INLETS. 2. FILTER FABRIC SHALL BE MIRAFI 140N OR APPROVED EQUIVALENT INLET FILTER TYPE 'E' INLET NOT TO SCALE



1. STOCKPILE AND STAGING LOCATIONS DETERMINED IN THE FIELD SHALL BE PLACED WITHIN THE LIMITS OF DISTURBANCE ACCORDING TO THE CERTIFIED PLAN. STAGING AND STOCKPILES NOT LOCATED WITHIN THE LIMIT OF DISTURBANCE WILL REQUIRE CERTIFICATION OF A REVISED SOIL EROSION & SEDIMENT CONTROL PLAN. OIL WASHED, DROPPED, SPILLED OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR

ONTO PUBLIC RIGHT OF WAY WILL BE REMOVED IMMEDIATELY. UNFILTERED DEWATERING IS NOT PERMITTED. TAKE ALL NECESSARY PRECAUTIONS DURING ALI DEWATERING OPERATIONS TO MINIMIZE SEDIMENT TRANSFER. ANY DEWATERING METHODS MUST BE IN ACCORDANCE WITH STATE STANDARDS. . NJDEP CONSIDERS AN AREA WHICH HAS BEEN "PREVIOUSLY DEVELOPED" AS A SITE OR PORTION

THEREOF: "COVERED PAVED, GRAVEL OR DIRT DRIVEWAYS, STREETS, ROADS AND PARKING AREAS, GRAVEL, PAVEMENT, BUILDINGS, IMPERVIOUS SURFACES, LAWNS OR STRUCTURES", ADDITIONALLY, SITES OR PORTIONS THEREOF WHICH ARE COVERED IN WOODY VEGETATION (INCLUDING AREAS WHICH MAY HAVE BEEN CLEARED AND REGROWTH HAS OCCURED) ARE NOT CONSIDERED "PREVIOUSLY DEVELOPED" BY NJDEP. NJDA INTENDS THAT THE STANDARD FOR LAND GRADING BE CONSISTENT WITH RULES ADOPTED BY NJDEP WHICH AFFECT HOW STORMWATER RUNOFF IS MANAGED AND

THIS PROJECT IS WITHIN A METROPOLITAN PLANNING AREA (PA1). THEREFORE, SOIL EROSION AND SEDIMENT CONTROL APPLICATIONS WHICH ARE LOCATED WITHIN THE STATE PLAN POLICY MAP (SPPM) AREAS NOTED ABOVE SHALL BE TREATED FOR SOIL COMPACTION RESTORATION AS FOLLOWS:

ANY SITE OR PORTION THEREOF WHICH CONTAINS WOODY VEGETATION AND IS PROPOSED FOR STABALIZATION WITH VEGETATIVE COVER IS SUBJECT TO ALL APPLICABLE PROVISIONS FOR SOIL COMPACTION REMEDIATION IN ACCORDANCE WITH THE STANDARD FOR LAND GRADING. ANY SITE OR PORTION THEREOF THAT DOES NOT CONTAIN WOODY VEGETATION IS COMPLETELY EXCLUDED FROM THE REQUIREMENTS FOR SOIL COMPACTION REMEDIATION AND THEREFORE NO TESTING OR REMEDIATION AREA(S) OR NOTES ARE TO BE DEPICTED ON THE SOIL EROSION AND

# MULCHING SPECIFICATIONS

MULCHING IS REQUIRED ON ALL SEEDING. MULCH WILL PROTECT AGAINST EROSION BEFORE GRASS IS ESTABLISHED AND WILL PROMOTE FASTER AND EARLIER ESTABLISHMENT. THE EXISTENCE OF VEGETATION SUFFICIENT TO CONTROL SOIL EROSION SHALL BE DEEMED COMPLIANCE WITH THIS MULCHING REQUIREMENT.

A. STRAW OR HAY. UNROTTED SMALL GRAIN STRAW, HAY FREE OF SEEDS. TO BE APPLIED AT THE RATE OF 1-1/2 TO 2 TONS PER ACRE

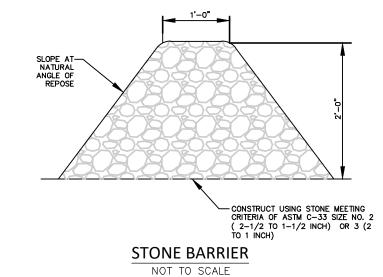
(70 TO 90 POUNDS PER 1,000 SQUARE FEET), EXCEPT THAT WHERE A CRIMPER IS USED INSTEAD OF A LIQUID MULCH-BINDER (TACKIFYING OR ADHESIVE AGENT), THE RATE OF APPLICATION IS 3 TONS PER ACRE. MULCH CHOPPER-BLOWERS MUST NOT GRIND THE MULCH. HAY MULCH IS NOT RECOMMENDED FOR ESTABLISHING FINE TURF OR LAWNS DUE TO THE PRESENCE OF WEED SEED. APPLICATION - SPREAD MULCH UNIFORMLY BY HAND OR MECHANICALLY SO THAT AT LEAST 85% OF THE SOIL SURFACE IS COVERED. FOR UNIFORM DISTRIBUTION OF HAND-SPREAD MULCH, DIVIDE AREA INTO APPROXIMATELY 1,000 SQUARE FEET SECTIONS AND DISTRIBUTE 70 TO 90 ANCHORING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT TO MINIMIZE LOSS BY WND 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 1. PEG AND IMINE, DRIVE & 10 10 INCH WOUDEN PEGS 10 WITHIN 2 10 3 INCHES OF THE SOIL SURFACE EVERT 4 FEET IN AL DIRECTIONS. STAKES MAY BE DRIVEN BEFORE OR AFTER APPLYING MULCH. SECURE MULCH TO SOIL SURFACE BY STRETCHING TWNE BETWEEN PEGS IN A CRISS-CROSS AND A SQUARE PATTERN. SECURE TWNE AROUND EACH PEG WITH TWO OR MORE ROUND TURNS. MULCH NETTINGS - STAPLE PAPER, JUTE, COTTON, OR PLASTIC NETTINGS TO THE SOIL SURFACE. USE A DEGRADABLE NETTING 3. CRIMPER (MULCH ANCHORING COULTER TOOL) — A TRACTOR—DRAWN IMPLEMENT, SOMEWHAT LIKE A DISC HARROW, 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 LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR, WHICH MUST OPERATE CONTOUR OF SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.

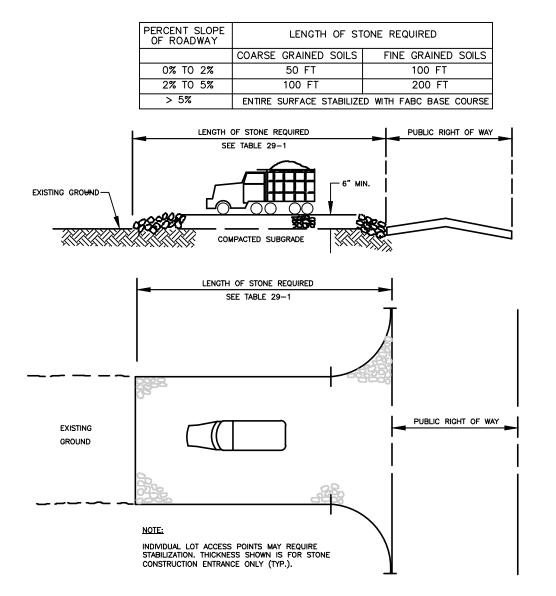
4. LIQUID MULCH-BINDERS - MAY BE USED TO ANCHOR SALT HAY, HAY OR STRAW MULCH. A APPLICATIONS SHOULD BE HEAVIER AT EDGES WHERE WIND MAY CATCH THE MULCH, IN VALLEYS, AND AT CRESTS OF BANKS. THE REMAINDER OF THE AREA SHOULD BE UNIFORM IN APPEARANCE.

ORGANIC AND VEGETABLE BASED BINDERS — NATURALLY OCCURRING, POWDER-BASED, HYDROPHILIC MATERIALS WHEN

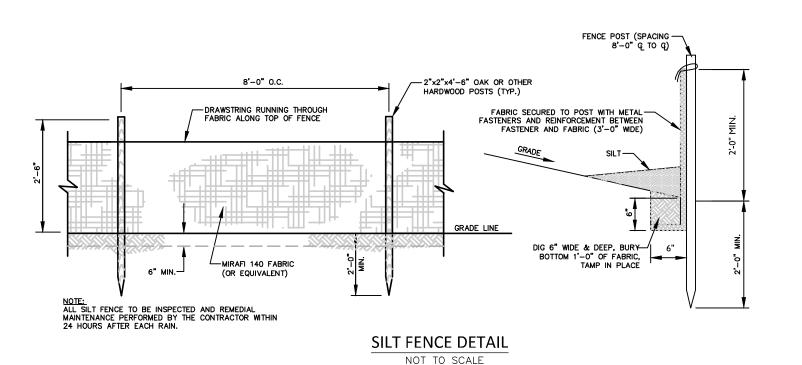
MIXED WITH WATER FORMULATES A GEL AND WHEN APPLIED TO MULCH UNDER SATISFACTORY CURING CONDITIONS WILL FORM MEMBRANED NETWORKS OF INSOLUBLE POLYMERS. THE VEGETABLE GEL SHALL BE PHYSIOLOGICALLY HARMLESS AND NOT RESULT IN A PHYTOTOXIC EFFECT OR IMPEDE GROWTH OF TURF GRASS. USE AT RATES AND WEATHER CONDITIONS AS RECOMMENDED BY THE MANUFACTURER TO ANCHOR MULCH MATERIALS. MANY NEW PRODUCTS ARE AVAILABLE, SOME OF WHICH MAY NEED 2) SYNTHETIC BINDERS — HIGH POLYMER SYNTHETIC EMULSION, MISCIBLE WITH WATER WHEN DILUTED AND, FOLLOWING

APPLICÁTION OF MULCH, DRYING AND CURING, SHALL NO LONGER BÉ SOLUBLE OR DISPERSIBLE IN WATER. BINDÉR SHALL BE APPLIED AT RATES RECOMMENDED BY THE MANUFACTURER AND REMAIN TACKY UNTIL GERMINATION OF GRASS. NOTE: ALL NAMES GIVEN ABOVE ARE REGISTERED TRADE NAMES. THIS DOES NOT CONSTITUTE A RECOMMENDATION OF THESE PRODUCTS TO THE EXCLUSION OF OTHER PRODUCTS.





STABILIZED CONSTRUCTION ACCESS NOT TO SCALE



MULCH ANCHORING SPECIFICATIONS

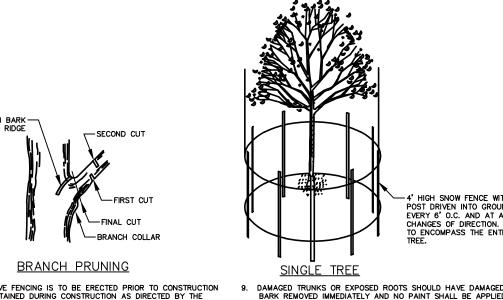
MULCH ANCHORING - SHOULD BE ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT OF HAY OR STRAW MULCH O MINIMIZE LOSS BY WIND OR WATER. THIS MAY BE DONE BY ONE OF THE FOLLOWING METHODS, DEPENDING UPON THE SIZE OF THE AREA A. PEG AND TWINE - DRIVE 8 TO 10 INCH WOODEN PEGS TO WITHIN 2 TO 3 INCHES OF THE SOIL SURFACE 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 CRISS-CROSS AND A SQUARE PATTERN. SECURE TWINE AROUND EACH PEG WITH TWO OR MORE ROUND TURNS. B. MULCH NETTINGS - STAPLE PAPER. COTTON. OR PLASTIC NETTINGS OVER MULCH. USE DEGRADABLE NETTING IN AREAS TO BE MOWED. NETTING IS USUALLY AVAILABLE IN ROLLS 4 FEET WIDE AND UP TO 300 FEET LONG.

C. CRIMPER MULCH ANCHORING COULTER TOOL — A TRACTOR—DRAWN IMPLEMENT ESPECIALLY DESIGNED TO PUNCH AND ANCHOR MULCH INTO THE SOIL SURFACE. THIS PRACTICE AFFORDS MAXIMUM EROSION CONTROL, BUT ITS USE IS LIMITED TO THOSE SLOPES UPON WHICH THE TRACTOR CAN OPERATE SAFELY. SOIL PENETRATION SHOULD BE ABOUT 3 TO 4 INCHES. ON SLOPING LAND, THE D. LIQUID MULCH-BINDERS

1. 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. 2. USE ONE OF THE FOLLOWING:

A. ORGANIC AND VEGETABLE BASED BINDERS - NATURALLY OCCURRING, POWDER BASED, HYDROPHILIC MATERIALS THAT MIXED WITH WATER FORMULATES A GEL AND WHEN APPLIED TO MULCH UNDER SATISFACTORY CONDITIONS WILL FORM MEMBRANE NETWORKS OF INSOLUBLE POLYMERS. THE VEGETABLE GEL SHALL BE HARMLESS AND NOT RESULT IN A PHYTO-TOXIC EFFECT OR IMPEDE GROWTH OF TURFGRASS.

APPLIED AT RATES AND WEATHER CONDITIONS RECOMMENDED BY THE MANUFACTURER. VEGETABLE BASED GELS SHALL BE B. SYNTHETIC BINDERS — HIGH POLYMER SYNTHETIC EMULSION, MISCIBLE WITH WATER WHEN DILUTED AND FOLLOWING APPLICATION TO MULCH, DRYING AND CURING SHALL NO LONGER BE SOLUBLE OR DISPERSIBLE IN SHALL BE APPLIED AT RATES AND WEATHER CONDITIONS RECOMMENDED BY THE MANUFACTURER AND REMAIL GERMINATION OF GRASS.



1. PROTECTIVE FENCING IS TO BE ERECTED PRIOR TO CONSTRUCTION AND MAINTAINED DURING CONSTRUCTION AS DIRECTED BY TH LANDSCAPE ARCHITECT, SOIL CONSERVATION DISTRICT AND/OR MUNICIPAL ENGINEER 2. NO CONSTRUCTION ACTIVITY IS PERMITTED WITHIN THE PROTECTIVE 3. AS CONSTRUCTION NEARS COMPLETION THE FENCING WILL BE

4. AT THE COMPLETION OF CONSTRUCTION ALL TREES WILL BE PRUNED AS NECESSARY TO CORRECT ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY. 5. GENERAL MECHANICAL DAMAGE — SEE DETAIL ABOVE FOR CORRECT PLACEMENT OF TREE PROTECTION.

BOX TREES WITHIN 25 FEET OF A BUILDING SITE TO PREVENT MECHANICAL INJURY. FENCING OR OTHER BARRIER SHOULD BE INSTALLED AT THE DRIP LINE OF THE TREE BRANCHES. 7. BOARDS WILL NOT BE NAILED TO TREES DURING BUILDING 8. FEEDER ROOTS SHOULD NOT BE CUT IN AN AREA INSIDE THE DRIP LINE OF THE TREE BRANCHES.

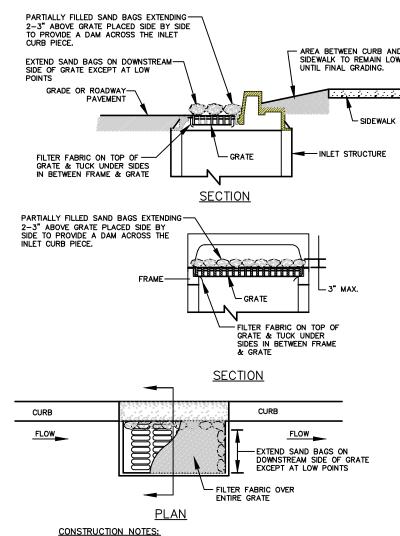
EVERY 6' O.C. AND AT ALI DAMAGED TRUNKS OR EXPOSED ROOTS SHOULD HAVE DAMAGED

REMAIN TACKY UNTIL

DAMAGED IRUNKS OR EXPOSED ROOTS SHOULD HAVE DAMAGED BARK REMOVED IMMEDIATELY AND NO PAINT SHALL BE APPLIED. EXPOSED ROOTS SHOULD BE COVERED WITH TOPSOIL IMMEDIATELY AFTER EXCAVATION IS COMPLETE. ROOTS SHALL BE PRUNED TO GIVE A CLEAN, SHARP SURFACE AMENABLE TO HEALING. ROOTS EXPOSED DURING HOT WEATHER SHOULD BE IRRIGATED TO PREVENT PERMANENT TREE INJURY. CARE FOR SERIOUS INJURY SHOULD BE PRESCRIBED BY A PROFESSIONAL FORESTER OR CERTIFIED TREE EXPERT. 10. TREE LIMB REMOVAL WHERE NECESSARY, WILL BE DONE AS NATURAL TARGET PRUNING TO REMOVE THE DESIRED BRANCH COLLAR. THERE SHOULD BE NO FLUSH CUTS. FLUSH CUTS DESTROY A MAJOR DEFENSE SYSTEM OF THE TREE. NO TREE PAINT SHALL BE APPLIED. ALL CUTS SHALL BE MADE AT THE OUTSIDE EDGE OF THE BRANCH COLLAR. CUTS MADE TOO DESTROY A MAJOR DEFENSE SYSTEM OF THE TREE. NO TREE PAINT SHALL BE APPLIED. ALL CUTS SHALL BE MADE AT THE OUTSIDE EDGE OF THE BRANCH COLLAR. CUTS MADE TOO FAR BEYOND THE BRANCH COLLAR MAY LEAD TO EYESS SPENUING. CRACKS AND ROT PEMOVAL OF A "V" (CROTCH

EXCESS SPROUTING, CRACKS AND ROT. REMOVAL OF A "V" CROTCH SHOULD BE CONSIDERED FOR FREE STANDING SPECIMEN TREES TO AVOID FUTURE SPLITTING DAMAGE.

# TEMPORARY TREE PROTECTION DETAIL NOT TO SCALE



CONSTRUCTION NOTES: 1. FILTER TO REMAIN UNTIL COMPLETION OF FINAL GRADING AND ESTABLISHMENT OF COVER. ALSO, PERIODIC CHECKS MUST BE MADE AFTER EACH RAINFALL TO EXCAVATE AND REMOVE EXCESS SEDIMENT FROM AROUND INLETS. 2. FILTER FABRIC SHALL BE MIRAFI 140N OR APPROVED EQUIVALENT.

**INLET FILTER CURB TYPE** 

HEAVY DUTY 5 MIL. POLYETHYLENE TARP REQUIRED FOR SOILS TESTING AT 4.5 PH OR LOWER.

NOT TO SCALE

TOPSOIL STOCKPILE

AS DETERMINED BY THE STATE POLICY MAP, THE PROJECT AREA FALLS WITHIN THE METROPOLITAN PLANNING AREA (PA-1). UNDER XISTING CONDITIONS, THE SITE IS NOT COVERED IN WOODY VEGETATION NOR REGROWTH. IN ACCORDANCE WITH THE NEW JERSEY STANDARD FOR LAND GRADING (REVISED 2017), NON WOODY VEGETATED PA-1 AREAS FALL UNDER THE SOIL COMPACTION EXEMPTION LIST AS A "URBAN REDEVELOPMENT" AND IS DEFINED BY NJDEP AS "PREVIOUSLY DEVELOPED".

SOIL COMPACTION EXEMPTION NOTE



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Joseph R. Venezia

CONSTRUCTION PLANS

**CEDAR BROOK PARK** 

TENNIS COURTS

**IMPROVEMENTS** 

BLOCK 732

CITY OF PLAINFIELD UNION COUNTY **NEW JERSEY** 

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NOTE: DO NOT SCALE DRAWINGS FOR CONSTRUCTION

