

# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

**DATE: June 2, 2023**

**BOARD OF  
COUNTY COMMISSIONERS**

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County Manager

**AMY CRISP WAGNER**  
Deputy County Manager

**BRUCE H. BERGEN, ESQ.**  
County Counsel

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

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

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

**TO: All Potential Bidders**

**RE: CLARIFICATION 2**  
Central Avenue, Ra-20, Bridge Scour Protection  
City of Rahway, County of Union, New Jersey  
BA#1 -2023; Union County Engineering Project #2018-007

Please find below questions posed by bidding contractors that require clarification. The Contractor's question is shown in italic, and County response is shown in bold:

*Q1. In reference to the Ra-20 Bridge Scour Protection project, please clarify the following:*

- Bid Item #7 for 100 Units of Wood Mats to be used for a Construction Driveway because we do not see a detail for Wood Mats on the drawings, and there is no specification for the Wood Mats that would provide the size, type of wood, etc. Also, the drawings provide a typical detail for a typical Construction Driveway that is constructed with geotextile and crushed stone.*

**A1.**

- Bid Item No. 7 Construction Driveway, Wood Mats shall be utilized to minimize tracking of dirt and other materials onto existing roadways. Provide a construction driveway at each location where vehicles exit the work site as approved by the RE. Construct driveways using 3-ply laminated wood mats measuring a minimum of 8' x 12' with a minimum thickness of 6-inches. Ensure that the driveway is at least 16 feet wide. The Contractor may make driveways wider if approved by RE. Each 3-ply laminated wood mat shall be constructed with mixed hardwood or oak laminated boards. When the driveway is no longer required, remove the driveway, backfill to the adjacent ground elevation, and restore the disturbed area to the original condition.**

**DIVISION OF ENGINEERING**

*Q2. On the checklist it states if applicable for a NJ DPMC Certificate and also to submit a DPMC 701 form. Is it mandatory that the bidders have to have a NJ DPMC Certificate to bid this project?*

**A2.**

- **DPMC certificate, codes and DPMC form 701 are to be submitted as part of the project specifications checklist.**

**END OF CLARIFICATION 2**



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

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*Clerk of the Board*

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

**DATE:** May 19, 2023

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

**TO:** All Potential Bidders

**RE:** CLARIFICATION 1

Central Avenue, Ra-20, Bridge Scour Protection  
City of Rahway, County of Union, New Jersey  
BA#1 -2023; Union County Engineering Project #2018-007

Please find below a question posed by bidding contractors that require clarification. The Contractor's question is shown in italic, and County response is shown in bold:

- 1. In the special provision numeral 108.10 Contract Time of Section 108 (Page 5 of 26) states "All proposed improvements associated with the Central Avenue (Ra20) Bridge Scour Protection project shall be completed within (60) calendar days after notice to proceed, weather permitting, including any and all awarded alternates." Whereas the Time of Completion form (Page B-33) of the Bid proposal states, "The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within ninety (90) calendar days from the date of notice to proceed."*

- **Please utilize the attached as a clarification of the contract time of completion.**

Enclosed please see the revised specifications sheets reflecting these changes. It should be noted that these changes are for clarification purposes only and shall have no impact on the bid receipt date.

**DIVISION OF ENGINEERING**

### **108.10 CONTRACT TIME**

All proposed improvements associated with the Central Avenue (Ra20) Bridge Scour Protection project shall be completed within ~~sixty (60)~~ **ninety (90)** calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.06 MATERIALS PAYMENTS AND STORAGE**

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds \$25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.
3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

**TIME OF COMPLETION**

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within ninety (90) calendar days from the date of the notice to proceed.

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

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

**SITE VISIT – GENERAL CONTRACTOR**

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

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

**SPECIFICATIONS**  
**FOR**  
**Central Avenue, Ra-20, Bridge Scour Protection,**  
**City of Rahway, County of Union, New Jersey**  
**BA#1-2023; Union County Engineering Project #2018-007**

**MAY 10, 2023**

**UNION COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

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**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:**  
Neglia Engineering Associates  
200 Central Avenue, Suite 102, Mountainside, N.J. 07092  
(201) 939-8805  
David R. Atkinson, P.E., P.P., C.M.E.

**COUNTY OF UNION  
NOTICE TO BIDDERS**

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on June 6, 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:

**Central Avenue, Ra-20, Bridge Scour Protection,  
City of Rahway, County of Union, New Jersey  
BA#1-2023; Union County Engineering Project #2018-007**

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

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

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. 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***

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***We're Connected to You!***

NB-1

**Central Avenue, Ra-20, Bridge Scour Protection,  
City of Rahway, County of Union, New Jersey  
BA#1-2023; Union County Engineering Project #2018-007**

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

**DEFINITIONS**

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

**OWNER/COUNTY:**

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

**ADDRESS INQUIRIES TO:**

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

**ADDRESS BIDS AND SUBMIT TO:**

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

**TITLE OF PROJECT:** Central Avenue, Ra-20, Bridge Scour Protection,  
City of Rahway, County of Union, New Jersey  
BA#1-2023; Union County Engineering Project #2018-007

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

**ENGINEER:** Neglia Engineering Associates

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

**COUNTY ENGINEER:**

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

**CONSTRUCTION MANAGER:**

# GENERAL SPECIFICATIONS

## 1. BID FORM

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

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

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

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

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

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

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

Refer to Bid Document Submission Checklist for all required documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. COMMENCEMENT AND COMPLETION**

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

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

## **8. BIDDER AFFIDAVIT**

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

## **9. LABOR AND MATERIALS**

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

## **10. INSURANCE REQUIREMENTS**

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

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

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

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

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



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

## **11. INDEMNIFICATION REQUIREMENTS**

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

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

## **12. ROYALTIES AND PATENTS**

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

## **13. PLANS AND SPECIFICATIONS**

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

#### **14. GUARANTEE AGAINST DEFECTIVE WORK**

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

- A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is \$50,000.00 or less;
- B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than \$50,000.00 but less than \$250,000.00; and,
- C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is \$250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall

also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

## **15. TRAFFIC AND STREET MAINTENANCE**

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police

agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

## **16. CONTRACTOR'S EMPLOYEES**

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

## **17. OWNERSHIP DISCLOSURES REQUIRED**

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

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

(See forms attached)

## **18. NON-COLLUSION AFFIDAVIT**

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

## **19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES**

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

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

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Workforce Development as one who failed to pay prevailing wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

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

## UNION LABOR IS PREFERRED ON ALL COUNTY WORK

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

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

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

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

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

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

and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.

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

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

## **22. LINES AND GRADES**

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

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



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

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

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

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

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

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

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

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

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

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

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

## 28. STORAGE

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

## 29. FINAL CLEAN UP

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

## 30. SUB-LETTING OF WORK

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

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

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed

subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the County Engineer.

### **31. SAFETY**

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

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

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

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

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

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

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

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

### **34. PERMITS**

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

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

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

### **36. CHANGE ORDERS**

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

### **37. SUPPLEMENTAL WORK**

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

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

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

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

### **39. PROGRESS PAYMENTS**

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

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

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

Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

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

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

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

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

#### **40. INSPECTION**

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

#### **41. DAMAGES**

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

until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

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

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

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

#### **43. AFFIRMATIVE ACTION REQUIREMENTS**

(REVISED 01/2022)

##### **EXHIBIT B**

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

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

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

##### **CONSTRUCTION CONTRACTS**

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

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

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade

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

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal



employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

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

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

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

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms

made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

#### **44. 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 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.

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

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

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

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

8. Signature of a person having legal authority to bind the supplier.

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

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

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

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

#### **48. PRECONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

During the course of contract performance:

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

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

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

contracting agency.

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

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

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

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

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

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

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

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

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

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

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey

pursuant to the “Sales and Use Tax Act,” (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term of the Contract.

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

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

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

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

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

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

**WHEREAS**, an apprenticeship program is a structured system of training designed to prepare individuals for occupations and lifelong careers in skilled trades and crafts by providing a wage-paying job that incorporates extensive



workplace and classroom training under the supervision of experienced workers, in preparation for highly skilled occupations; and

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

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

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

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

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

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

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

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

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

4. As a condition of performing work on public works contracts over the public works threshold, the general contractor shall provide certification that he and each subcontractor working on the project shall have at least one (1) employee who has successfully completed the OSHA 10-hour construction safety and health course. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, the general contractor shall provide certification that each subcontractor working on the project shall have at least one (1) employee who has successfully completed the OSHA 30-hour construction safety and health course.

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

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

7. The Contractor Responsibility Certification shall be completed on

a form provided by the Union County Purchasing Department and shall reference the project for which a bid is being submitted by name and contract or project number.

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

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

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

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

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

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

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

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

h. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under

applicable Federal or State prevailing wage laws.

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

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

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

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

## **57. FEDERAL TERMS**

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

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

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

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

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

## 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

## 3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste

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

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

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

#### 4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of



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

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

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

#### 6. COPELAND ANTI-KICKBACK ACT

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

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or

any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

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

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

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

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

#### Federal Water Pollution Control Act

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

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

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors that apply or bid for an award exceeding \$100,000 must file the

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

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

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

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

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

### 14. TERMINATION FOR CONVENIENCE PROVISION

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

### 15. BONDING REQUIREMENTS

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

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

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

**BID DOCUMENT SUBMISSION CHECKLIST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors (List of Subcontractors) in a Construction bid may be included with the bid as the BRC(s) for each named or listed subcontractors in order to expedite the contract process. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

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

**I HAVE TAKEN THE FOLLOWING ACTIONS:**

- \_\_\_\_\_ Visited the site and attended the Pre-Bid Meeting **(Where applicable)**
- \_\_\_\_\_ Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.
- \_\_\_\_\_ Reviewed Bond Requirements
- \_\_\_\_\_ Provided Proof of Compliance with New Jersey Prevailing Wage Act
- \_\_\_\_\_ Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

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



## **BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

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

**BID FORM**

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

**Central Avenue, Ra-20, Bridge Scour Protection,  
City of Rahway, County of Union, New Jersey  
BA#1-2023; Union County Engineering Project #2018-007**

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.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1		
2	CONSTRUCTION LAYOUT	DOLL	1		
3	HEAVY DUTY SILT FENCE, ORANGE	LF	180		
4	FLOATING TURBIDITY BARRIER, TYPE 2	LF	150		
5	DEWATERING BASIN	UNIT	12		
6	SEDIMENT CONTROL BAG	UNIT	10		
7	CONSTRUCTION DRIVEWAY, WOOD MATS	UNIT	100		
8	CONCRETE WASHOUT SYSTEM	LS	1		
9	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	UNIT	1		
10	BREAKAWAY BARRICADE, TYPE 3	UNIT	15		
11	DRUM	UNIT	15		
12	TRAFFIC CONE	UNIT	100		
13	CONSTRUCTION SIGNS	SF	150		
14	CONSTRUCTION IDENTIFICATION SIGNS, 4'X8'	UNIT	2		
15	FLASHING ARROW BOARD, 4'X8'	UNIT	2		
16	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2		
17	TRAFFIC DIRECTOR, FLAGGER	HOUR	320	\$83.28	\$26,649.60
18	CLEARING SITE	LS	1		
19	EXCAVATION, UNCLASSIFIED	CY	150		
20	TEMPORARY COFFERDAM	LS	1		
21	EARTH ANCHOR FOR ARTICULATED CONCRETE BLOCK MATTING	UNIT	90		
22	ARTICULATED CONCRETE BLOCK MATTING, 6", OPEN CELL	SY	470		
23	RIP RAP STONE SLOPE PROTECTION (D50=12")	CY	30		
24	TOPSOILING SPREADING, 4" THICK	SY	300		
25	FERTILIZING AND SEEDING, TYPE A	SY	300		
26	STRAW MULCHING	SY	300		
27	FINAL CLEANUP	LS	1		
28	TRAFFIC DIRECTOR, UNIFORM POLICE	ALLOW	1	\$25,000.00	\$25,000.00

**TOTAL BASE BID AMOUNT:**

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

Fifty Thousand Dollars and Zero Cents

Written

\$50,000.00

Figures

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

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

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

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

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

\_\_\_\_\_  
**NAME OF INSURANCE COMPANY**

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

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

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

**BIDDER SIGNATURE PAGE**

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

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

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

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

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

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

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

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

**Corporate Seal**

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

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

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

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

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

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

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

Partnership         Limited Partnership         Limited Liability Partnership (LLP)

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

**Part IV Certification**

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

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

**SUBCONTRACTOR IDENTIFICATION STATEMENT**

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Continued on following page)



**SUBCONTRACTOR IDENTIFICATION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF ADDENDUM**

**COUNTY OF UNION**

\_\_\_\_\_

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

\_\_\_\_\_

**(Project or Bid Number)**

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

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

**ACKNOWLEDGMENT BY BIDDER:**

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

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

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

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

## **CONTRACTOR BUSINESS REGISTRATION CERTIFICATE**

New Mandatory Requirement - Effective 1/18/2010

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

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

Proof of business registration shall be

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

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

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

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

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

### **IN ADDITION:**

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

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

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

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

## BUSINESS REGISTRATION

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

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

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

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

During the course of contract performance:

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

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

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

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION: 010-007-382/000  
SEQUENCE NUMBER: 01007510  
ADDRESS: 847 ROEBLING AVE, TRENTON, NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01

FORM-BRC(09/01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:  
20041014112823533

ATTACH BRC HERE

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**AFFIRMATIVE ACTION REQUIREMENT**

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

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

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

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

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

**EXPERIENCE STATEMENT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

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

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

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

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

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

STATE OF NEW JERSEY / \_\_\_\_\_ )  
Specify, if Other ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of the (City, Town, Borough, etc.) of \_\_\_\_\_ State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the proposal for the above named Project ("Contractor'), and that I executed said proposal with full authority to do so; and that said Contractor, pursuant to N.J.S.A. 40A:11-20, certifies that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and Advertisements under this Bids are asked for.

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

\_\_\_\_\_  
(Also type or print name of affiant under signature)

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

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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



## **Contractor Registration Advisement**

### For Public Works Projects

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

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

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

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

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

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

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

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

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

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

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

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

12. List your major equipment available for this Contract.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

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

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

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

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

**CONTRACTOR PERFORMANCE RECORD**

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me

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

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

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





**PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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**PRIOR NEGATIVE EXPERIENCE CERTIFICATION**

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

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

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

Subscribed and sworn to before me

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

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

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

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

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

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

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

**CONTRACT:**

**PROJECT:**

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

**COUNTY OF UNION**

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

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

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

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

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

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

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

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

**UNCOMPLETED CONTRACTS AFFIDAVIT**

(To be Submitted with DPMC Form 701)

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

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

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

**BIDDER:**

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

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

Subscribed and sworn to before me

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

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

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

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

**CERTIFICATE OF INSURANCE STATEMENT**

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

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

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

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

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

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

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

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

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

**TIME OF COMPLETION**

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **ninety (90) calendar days** from the date of the notice to proceed.

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

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

**SITE VISIT – GENERAL CONTRACTOR**

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

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

**STANDARD BID DOCUMENT REFERENCE**

<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	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 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 (“ <a href="#">Russia-Belarus list</a> ”) or in Iran pursuant to P.L. 2012, c. 25 (“ <a href="#">Chapter 25 list</a> ”).					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.



## 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](http://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**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You 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 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.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

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

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

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

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

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

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

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

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

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

<b>PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
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 applies)**

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

<b>Physical Address</b>	
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**OR**

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

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

<b>Physical Address</b>	
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**OR**

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

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**

\_\_\_\_\_. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

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

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

**Section A**



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Physical Address

**\*\*Add additional sheets if necessary\*\***

**OR**



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

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

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Physical Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>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.</p>			
Full Name (Print):		Title:	
Signature:		Date:	



BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid, proposal or offer exceeding \$100,000)

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

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

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

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

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

\_\_\_\_\_  
CERTIFIED BY: (type or print)

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

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

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

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

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

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

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

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

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

## STANDARD SPECIFICATIONS

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

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

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

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

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

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



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

**PREVAILING WAGE RATE DETERMINATION**

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

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

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

**Prevailing Wage Rate**

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

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

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

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

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

**Apprentice Rate Schedule**

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

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

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

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

## Comments/Notes

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

## Public Works Contractor Registration

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

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

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

## Snow Plowing

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

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

County - UNION

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

**PREVAILING WAGE RATE**

	03/01/23
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.



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

**County - UNION**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/23
Foreman	W53.50 B46.66 T100.16
General Foreman	W55.50 B47.71 T103.21
Journeyman	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, holiday or any other circumstances beyond the employer's control.

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/23
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 preceding Friday, Sunday holidays observed the following Monday.

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

**County - UNION**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	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									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
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.

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

**County - UNION**

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

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

County - UNION

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/04/23
Foreman	W62.72 B37.56 T100.28
Journeyman	W54.54 B32.73 T87.27

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.56			

**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	59% of apprentice wage rate for all intervals + \$0.56

**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.

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

**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.

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

County - UNION

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/04/23
Foreman	W62.72 B37.47 T100.19
Journeyman	W54.54 B32.64 T87.18

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59%	of	Appren	tice	Wage	for all	intervals	+ \$0.47		
					Rate					

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

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

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

INTERVAL      PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits   59% of apprentice wage rate for all intervals + \$0.47

**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



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

**County - UNION**

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.

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

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%	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

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

**County - UNION**

day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

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

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

County - UNION

Craft: Cement Mason

**PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

	05/02/23
Foreman	W48.02 B29.51 T77.53
General Foreman	W52.38 B29.51 T81.89
Journeyman	W43.65 B29.51 T73.16

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.85	8.85	11.25	11.25	12.30	12.30	15.10	15.10		

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - UNION**

**Craft: 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:**

- 0-59 feet: No additional wage
- 60-74 feet: + \$0.25 per foot
- 75-125 feet: + \$0.78 per foot

**MIXED GAS DIVES:**

- 0-74 feet: No additional wage
- 75-125 feet: + \$1.00 per foot
- 126-200 feet: + \$2.00 per foot

**PENETRATION DIVES:**

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

**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**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.10	25.13	32.66	40.20						
Benefits	33.18	for all	intervals							

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

\* 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.

**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 piling, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

**HAZARDOUS WASTE WORK:**

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

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

**FOREMAN REQUIREMENTS:**

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



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

**County - UNION**

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/02/23
Foreman	W47.17 B29.54 T76.71
General Foreman	W49.31 B29.54 T78.85
Journeyman	W42.88 B29.54 T72.42

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	11.45	Intervals	3 to 4 =	14.33	Intervals	5 to 6 =	18.04	

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Electrician**

**PREVAILING WAGE RATE**

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

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Electrician**

**COMMENTS/NOTES**

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

**County - UNION**

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

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

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

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

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

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

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

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

**County - UNION**

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

**NOTES:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

See "Electrician" Rates

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

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

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



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

County - UNION

Craft: Electrician- Outside Commercial

**APPRENTICE RATE SCHEDULE**

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

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

**County - UNION**

Thanksgiving Day and Christmas Day.

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

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

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

**COMMENTS/NOTES**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	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.

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

**County - UNION**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	03/29/23
Journeyman	W77.49 B45.23 T122.72

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	34.60	42.62	50.37	58.12						
Benefits	35.56	36.49	38.02	39.55						

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Elevator Modernization & Service**

**PREVAILING WAGE RATE**

	03/29/23
Journeyman	W60.89 B44.07 T104.96

**Craft: Elevator Modernization & Service**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	34.60	33.49	39.58	45.67						
Benefits	35.50	36.07	37.52	38.97						

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

**Craft: Elevator Modernization & Service**

**COMMENTS/NOTES**

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

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

- Overtime:

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

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

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

- Overtime:

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

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

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

**County - UNION**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/18/22
* Leadman	W51.48 B29.13 T80.61
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**

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

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

**County - UNION**

rate.

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



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

**County - UNION**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

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

**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.

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

**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						

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

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

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

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

**County - UNION**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

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

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as bridges.

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.

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

**County - UNION**

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

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

**County - UNION**

**Craft: Industrial Painter- 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	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 facilities, refineries, any structural steel work, etc.

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

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

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
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 facilities, refineries, any structural steel work, etc.

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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



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

**County - UNION**

**Craft: 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**

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

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

**Craft: Ironworker                      COMMENTS/NOTES**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**County - UNION**

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

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

	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 - \***

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

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

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	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**

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

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

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

**Craft: Laborer - Building**

**COMMENTS/NOTES**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**County - UNION**

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

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

- 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.

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

**County - UNION**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.98	for	all	intervals						

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

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

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

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

**COMMENTS/NOTES**

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

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

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

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

**County - UNION**

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

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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



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

County - UNION

Craft: Millwright

**PREVAILING WAGE RATE**

	05/04/23
Foreman	W64.35 B38.57 T102.92
Journeyman	W55.96 B33.62 T89.58

Craft: Millwright

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.61		

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

Craft: Millwright

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Operating Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	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 year of working exp. as a journeyman)	W37.28 B26.48 T63.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W41.05 B26.48 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.

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

County - UNION

**Craft: Paperhanger                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W52.82 B29.51 T82.33
Journeyman	W48.02 B29.51 T77.53

**Craft: Paperhanger                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

**Craft: Paperhanger                      COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Pipefitter                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W58.68 B49.97 T108.65
Journeyman	W54.43 B46.36 T100.79

**Craft: Pipefitter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefit	26.80	29.79	32.79	35.78	38.78					

**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

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

**County - UNION**

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

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

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

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

**County - UNION**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

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



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

**County - UNION**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W64.25 B41.62 T105.87
General Foreman	W68.41 B41.62 T110.03
Journeyman	W59.49 B41.62 T101.11

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	17.09	23.48	25.72	27.96	30.19					

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

\* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Roofer                      PREVAILING WAGE RATE**

	06/01/22
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.

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

**County - UNION**

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

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

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENT:**

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

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

**OVERTIME:**

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

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

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

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

**County - UNION**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	06/06/22
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.

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

**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	28.30	Intervals	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	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.

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

**County - UNION**

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

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

**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	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	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.

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

**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.



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

**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	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	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.

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

**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 Worker	W50.32 B31.63 T81.95

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

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

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES						
1500 Hours	35%	45%	60%	70%	80%	90%	100%

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

**OVERTIME:**

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/01/23	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Dump truck, Asphalt Distributor, Tack Spreader	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Euclid-type vehicles (large, off-road equipment)	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Helper on Asphalt Distributor truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Low Boy Driver	W45.16 B41.78 T86.94	W47.01 B43.28 T90.29
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Straight 3-axle truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Tractor Trailer (all types)	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Vacuum or Vac-All truck (entire unit)	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Winch Trailer	W43.76 B41.78 T85.54	W45.61 B43.28 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.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**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.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	05/01/23	05/01/24
Driver	W35.87 B41.78 T77.65	W37.62 B43.28 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.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Welder                      PREVAILING WAGE RATE**

Welder

**Craft: Welder                      COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .

# STATEWIDE RATES

**OPERATING ENGINEERS**    **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.



**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
55.63	36.65	92.28

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

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)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
53.72	36.65	90.37

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**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, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
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

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

**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

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
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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)

**OPERATING ENGINEERS**    **Rates 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
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine



**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

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

**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 propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
59.04	36.65	95.69

**CLASSIFICATIONS:**

Helicopter 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.

**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.

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

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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

**STRUCTURAL STEEL ERECTION**     **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
54.13	36.65	90.78

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

**07/01/2022**

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



**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	Total
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.

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STRUCTURAL STEEL ERECTION     Rates Expiration Date :

Effective Dates:

**07/01/2022**

Rate	Fringe	Total
61.24	36.65	97.89

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST      Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
57.22	36.65	93.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**07/01/2022**

Rate	Fringe	Total
50.38	36.65	87.03

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**     **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2023**

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

**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)

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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)

**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

**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:**

10/01/2022			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:**

10/01/2022			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:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
35.77	14.05	49.82	51.47

**CLASSIFICATIONS:**

Certified Welder



**OPERATING ENGINEERS MARINE-DREDGING**      **Rates Expiration Date :**

**Effective Dates:**

<b>10/01/2022</b>			<b>10/01/2023</b>
Rate	Fringe	Total	Total
34.79	13.74	48.53	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

<b>10/01/2022</b>			<b>10/01/2023</b>
Rate	Fringe	Total	Total
33.67	13.67	47.34	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

<b>10/01/2022</b>			<b>10/01/2023</b>
Rate	Fringe	Total	Total
27.97	13.33	41.30	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

<b>10/01/2022</b>			<b>10/01/2023</b>
Rate	Fringe	Total	Total
39.16	14.25	53.41	55.20

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

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MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

**ASPHALT LABORERS - SOUTH**    **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$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:**

**03/01/2023**

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:**

**03/01/2023**

Rate	Fringe	Total
48.50	35.73	84.23

**CLASSIFICATIONS:**

Screedman

**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

**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

**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

**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2023**

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



**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

**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

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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

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

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

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

**PIPELINE - GAS DISTRIBUTION**     **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**11/02/2022**

Rate	Fringe	Total
63.90	29.83	93.73

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**11/02/2022**

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

**ASPHALT LABORERS- NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

**03/01/2023**

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:**

**03/01/2023**

Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH     Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

**CLASSIFICATIONS:**

Asphalt Laborer



**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	12/04/2022		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

**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:**

	12/04/2022		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

**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

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/04/2022</b>			<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total
37.45	25.84	63.29	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/04/2022</b>			<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total
34.57	23.85	58.42	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

<b>12/04/2022</b>			<b>12/03/2023</b>	<b>12/01/2024</b>
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)    Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/04/2022**

Rate	Fringe	Total
67.52	55.11	122.63

**CLASSIFICATIONS:**

General Foreman

**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

**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

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/04/2022

Rate	Fringe	Total
23.21	28.31	51.52

**CLASSIFICATIONS:**

Flagman



**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**     **Rates Expiration Date :**

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2023**

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

**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)

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NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
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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)

## **TECHNICAL SPECIFICATIONS**

### **CONDITIONS SPECIFIC TO THIS PROJECT**

*The Central Avenue, Ra-20, Bridge Scour Protection* consists of bridge scour counter measures in order to mitigate existing erosion and scour as well as future erosion and scour at the existing bridge on Central Avenue, in the City of Rahway, Union County, New Jersey. The County of Union intends to construct articulated open cell armor concrete matting adjacent and underneath the existing bridge to prevent further erosion and scour on the bridge that is located on Central Avenue over the Robinsons Branch.

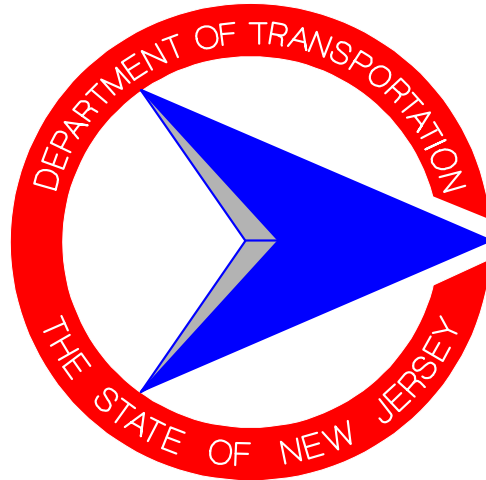
Construction equipment such as excavators, cranes, and dump trucks will be the dominant construction equipment on-site during the construction of the scour protection consisting of articulated open cell armor concrete matting.

#### **Temporary and Permanent Changes to Site and Methods of Construction**

During construction, the subject properties will be disturbed to allow construction vehicles to access the work zone using a temporary access road. Excavated soil will be placed in designated stockpile areas as indicated on the site plans and be re-utilized on-site, to the maximum extent practical. The permanent impact will be due to the construction/installation of the articulated armor concrete block to countermeasure bridge scour.

The project will be constructed using conventional construction vehicles such as excavators, backhoes and dump trucks. The contractor will be notified that he shall work from the top of bank at all times, except those which are necessary to be working from the bottom of the bank, on the temporary work zone access. All heavy machinery needed to conduct the proposed construction will be situated outside of the existing channel, to the greatest extent feasible

# State of New Jersey Department of Transportation



## Special Provisions For State Aid Projects

**FY 2019 Edition**

## **SPECIAL PROVISIONS**

### **CENTRAL AVENUE, Ra-20, BRIDGE SCOUR PROTECTION**

#### **CITY OF RAHWAY, COUNTY OF UNION**

The scope of work will consist of constructing articulated open cell armor concrete matting adjacent and underneath the existing bridge in order to prevent further erosion and scour on the bridge that is located on Central Avenue in the City of Rahway, Union County, New Jersey.

#### **AUTHORIZATION OF CONTRACT**

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

#### **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. However, the Contractor is advised that with respect to bidding requirements and conditions, as well as the award and execution of contract, the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package shall prevail over the 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation.

Page 3 of 25 inclusive.

The following additional project specific Attachments are located at the end of these Special Provisions:

Attachment A – Bridge Re-Evaluation Survey Report for Central Avenue (Informational Use Only)

#### **WAGE RATES**

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/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.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**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

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## 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.03 TERMS

THE FOLLOWING TERMS ARE OMITTED:

**Federal Aid Project.** Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

**Federal Aid Project Attachments.** Attachments to the Contract Special Provision document, used for Federal Aid Projects.

THE FOLLOWING TERMS ARE CHANGED OR ADDED:

**Commissioner.** The term “Commissioner” means the Mayor of the municipality when the Contract is to be executed by a municipality, either as created by law, acting or through his duly authorized representatives, such representative acting within the scope of the particular duties delegated to them.

**Department.** The term “Department” means the Owner where the Contract is to be executed.

**Department Laboratory.** The term “Department Laboratory” means the testing laboratory retained by the Owner, or as the Owner may designate.

**Engineer.** The term “Engineer” means the Owner’s Engineer, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

**R.E.** The abbreviation “R.E” means the Owner’s field representative having direct supervision of the administration of the Contract as designed by each Municipal Engineer in the Cooperative.

**Contracting Agency.** The term “contracting agency” means the public entity who issues the Master Contract. The Contracting Agency is the Borough of Roselle Park.

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

**Wholly State Funded Project:** Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

**actual cost:** The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

#### 101.04 INQUIRIES REGARDING THE PROJECT

SUBSECTION 1 IS MODIFIED AS FOLLOWS

1. **Before Award of Contract.** Submit inquiries to the following individual:

Anthony Kurus, P.E.  
Neglia Engineering Associates  
34 Park Avenue  
Lyndhurst, New Jersey 07071  
Email: [akurus@negliaengineering.com](mailto:akurus@negliaengineering.com)  
Telephone: (201) 939-8805

David R. Atkinson, P.E., C.M.E.  
Neglia Engineering Associates  
200 Central Avenue  
Mountainside, New Jersey 07092  
Email: [datkinson@negliagroup.com](mailto:datkinson@negliagroup.com)  
Telephone: (201) 939 - 8805

2. **After Award of Contract.**



Anthony Kurus, P.E.  
Neglia Engineering Associates  
34 Park Avenue  
Lyndhurst, New Jersey 07071  
Email: [akurus@negliaengineering.com](mailto:akurus@negliaengineering.com)  
Telephone: (201) 939-8805

David R. Atkinson, P.E., C.M.E.  
Neglia Engineering Associates  
200 Central Avenue  
Mountainside, New Jersey 07092  
Email: [datkinson@negliagroup.com](mailto:datkinson@negliagroup.com)  
Telephone: (201) 939 - 8805

THE FOLLOWING SECTIONS ARE REMOVED

## **FSECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.07 PREPARATION OF THE BID**

OMIT THE LAST TWO PARAGRAPHS OF THIS SECTION FOR WHOLLY STATE FUNDED PROJECTS

### **102.10 SUBMISSION OF BIDS**

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Pursuant to N.J.S.A. 52:32-60.1. In accordance with legislation, N.J.S.A. 52:32-60.1 enacted to require contractor on public works projects to sign a certification that they are not engaged in prohibited activities in Russia or Belarus except as permitted by federal law. If the Bidder certified that they engaged in activities prohibited by N.J.S.A. 52:32-60.1, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after the certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Department shall not award the Bidder any contracts, renew any contracts, and shall be required to terminate any contract(s) the person or entity holds with the Department that were issued on or after the effective date of N.J.S.A. 52:32-60.1.

THE FOLLOWING IS ADDED THE FOLLOWING IS ADDED THE FOLLOWING IS OMITTED:

8. For federal aid projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-lobbying Act requirements under 31 USC 1352.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

THE FOLLOWING IS ADDED WITH RESPECT TO THE AFOREMENTIONED REMOVED SECTIONS:

With respect to bidding requirements and conditions, as well as the award and execution of contract, the Contractor shall comply with the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package. The Borough's contract requirements shall prevail over the 2019 NJDOT Standard Specifications with respect to the same.

## **SECTION 105 – CONTROL OF WORK**

### **105.07.01 Working in the Vicinity of Utilities**

#### **A. Initial Notice.**

THE FOLLOWING IS ADDED

A listing of respective utility purveyors is provided within the contract plans. The Contractor shall be responsible for contacting the respective utilize purveyors prior to construction commencement to acquire utility mark-outs.

## **SECTION 106 – CONTROL OF MATERIAL**

### **106.03 FOREIGN MATERIALS**

THE FOLLOWING IS ADDED AFTER PARAGRAPH 4

The Contractor's attention is directed to all existing Federal and State statutes and regulations which prohibit on any Public Work, the use of materials produced or manufactured outside of the United States of America. Exceptions to this prohibition, upon the findings of the R.E., are allowed only where such enforcement would be inconsistent with public interest or where the materials is not produced or manufactured in the United States in commercial quantities and of sufficient quality.

If the R.E. finds that in performance of the Contract there has been a failure to comply with the provisions relative to foreign materials, the R.E. shall make public such findings and no other Contract for the construction of any Public Work by this contracting agent shall be awarded to such Contractor, or to any Partnership, Association, or Corporation, with which such Contractor is associated or affiliated, within a period of three (3) years after such findings is made public.

When the use of foreign material is allowed by the R.E. such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United State shall be delivered to a location, approved by the R.E., where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expanse, any testing which the R.E. feels necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a Certificate of Compliance. In addition, certified mill test reports shall be attached to the Certificate of Compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of Compliance shall contain the information as previously described above.

On project utilizing Federal funds, the Contractor's particular attention is directed to the Federal Statutes and regulations which establish the "Buy American" requirements applicable to the project. The Contractor must comply with these requirements in addition to those provided under applicable State Law.

## SECTION 107 – LEGAL RELATIONS

### 107.11 RISKS ASSUMED BY THE CONTRACTOR

#### 107.11.02 General Insurance

SUBSECTIONS A AND B OF THIS SECTION ARE REMOVED AND REPLACED WITH THE FOLLOWING

The Contractor (i) shall purchase from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, and shall carry, the insurance described in subparagraphs A through D below, in the minimum limits shown, for the purpose of protecting the Contractor and, under the insurance described in subparagraphs B through D below, its Additional Insureds, including the Owner (County of Union), the Engineer (Neglia Engineering Associates) each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from claims (including claims for damages for bodily injury, including accidental or wrongful death, as well as claims for property damage) which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; (ii) shall obtain and deliver to the Owner the Certificates of Insurance required by subparagraph E below; (iii) shall also ensure that all of its Subcontractors carry the coverages described in subparagraphs A through E below, in the minimum limits shown, it being understood, however, that a Subcontractor shall be excused from carrying any of such insurance only if such Subcontractor is named an Additional Insured under the Contractor's policy or policies; and (iv) shall obtain and deliver to the Owner copies of Certificates of Insurance from all such Subcontractors confirming the existence of their required insurance coverage:

A. Worker's Compensation Insurance

The Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of The State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employers' Liability, such coverage will be unlimited as respects employees subject to the New Jersey Workers' Compensation Law, and not less than \$1,000,000 for other employments or exposures.

B. Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of Standard ISO (Insurance Services Office) Form CG0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage under the Commercial General Liability Insurance policy may not be restricted by any endorsement attached thereto. The policy limits shall not be less than:

\*\* The General Aggregate shall apply separately for each project or location of the Contractor.

The Owner (County of Union), the Engineer (Neglia Engineering Associates) and each of the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, will (through the use of ISO Endorsement Form CG 20 10 07 04, Additional Insured - Owners, Lessees or Contractors) all be named as Additional Insureds under the Contractor's policy.

C. Business Auto Liability Insurance

The Contractor shall carry Business Auto Liability Insurance coverage under the latest version of Standard ISO Form CA0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage shall be provided for **either** Symbol 1 ("Any Auto") **or** Symbol 7 ("All Scheduled Vehicles") **plus** Symbol 8 ("Hired Vehicles") **plus** Symbol 9 ("Non-Owned Vehicles"). This coverage shall be not less than \$1,000,000 Each Occurrence; and the Owner, the Engineer and each of the municipalities in which the on-site work is to be performed, as well as their respective agents, officers and employees, shall be named as Additional Insureds.

D. Umbrella Liability Insurance

For a Contract for **more than \$250,000**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than \$5,000,000** Each Occurrence and Annual Aggregate.

For a Contract for **\$250,000 or less**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than \$1,000,000** Each Occurrence and Annual Aggregate.

No such Umbrella Liability Insurance policy shall be more restrictive than the coverage provided for under the above-described primary policies.

Any such Umbrella Liability Insurance policy shall contain a clause stating that, in the event the primary coverage is impaired or exhausted, such policy shall take effect (drop down) and act as primary coverage until the exhaustion of its limits.

- E. **Certificates of Insurance: If the Contractor has submitted a Consent of Insurance as part of his submission, then in that event, after the Bid of the Contractor has been accepted by the Owner, but simultaneously with the Contractor's entry into a Contract with the Owner, the Contractor shall obtain from its insurer(s) and deliver to the Owner copies of Certificate[s] of insurance (i) confirming that all of the above-described coverage is in full force and effect, (ii) stating the limits of liability and the expiration dates of each policy and type of coverage, (iii) listing all required Additional Insureds, and (iv) stating that the Owner will receive not less than 30 days' advance written notice of either a cancellation of any coverage prior to the expiration date of any policy or any non-renewal (as of the expiration date of any policy) of any insurance coverage. Renewal Certificates covering the renewals of all policies expiring during the life of the Contract shall be filed with the Owner not less than 10 days before the expiration of all such policies.**

The insurance required above shall be written for not less than the limits of liability specified therein. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interpretation from date of commencement of the Work until the date of final payment and the termination of any coverage required to be maintained after final payment.

The forms and/or amounts of insurance to be furnished by the Contractor and each of its Subcontractors shall not in any way operate to relieve or limit the liability of the Contractor or any Subcontractor under the Contract or any other of the Contract Documents.

The Contractor shall not commence work under the Contract until all insurance required of the Contractor has been obtained and has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Owner. Approval of such insurance by the Owner shall not relieve or decrease the liability of the Contractor under the Contract or the Contract Documents.

The Contractor and each of its Subcontractors shall purchase from and maintain insurance with companies which, as of the time of the Bid (in the case of the Contractor) and as of the time of the purchase (in the case of the Subcontractor), have at the very least an A Minus rating by A.M. Best & Company.

All of the insurance to be provided shall be considered to be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed. The Contractor will save harmless, indemnify and defend the Owner, the Engineer and the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from any and all claims arising out of the Contractor's performance.

THE FOLLOWING SECTION IS REMOVED

## **SECTION 108 – PROSECUTION AND COMPLETION**

With respect to the prosecution and completion of the contract, the Contractor shall comply with the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package. The Borough's contract requirements shall prevail over the 2019 NJDOT Standard Specifications with respect to the same.

## **108.10 CONTRACT TIME**

All proposed improvements associated with the Central Avenue (Ra20) Bridge Scour Protection project shall be completed within sixty (60) calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.06 MATERIALS PAYMENTS AND STORAGE**

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds \$25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.
3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

## DIVISION 150 – CONTRACT REQUIREMENTS

### SECTION 154 – MOBILIZATION

**154.01 DESCRIPTION**

This Section describes requirements for mobilization.

**154.02 MATERIALS**

(Intentionally Blank.)

**154.03.01 Mobilization**

Mobilization consists of the preparatory work and operations, including moving personnel, equipment, supplies, and incidentals to the Project Limits. It also includes all other work performed and costs incurred before beginning work on various Items in the Contract

The Department will measure and make payment for Items as follows:

<i>Item</i> MOBILIZATION	<i>Pay Unit</i> LUMP SUM
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The Department will make payment for MOBILIZATION on a lump sum basis, regardless of the number of times the Contractor shuts down and returns to the Project. The Department will make payment as follows:

Work Completed	Payment
5% of the Work <sup>1</sup>	Lesser of 25% of bid price or 2.5% of Total Contract Price
10% of the Work <sup>1</sup>	Lesser of 50% of bid price or 5% of Total Contract Price
15% of the Work <sup>1</sup>	Lesser of 75% of bid price or 7.5% of Total Contract Price
20% of the Work <sup>1</sup>	Lesser of 100% of bid price or 10% of Total Contract Price
100% of the Work	Amount of Bid Price not previously paid
1. If the baseline schedule is not approved, the Department will not make payment for Mobilization	

The Department will calculate the percentage of Work completed from the total of payments compared to the Total Contract Price. The total of payments excludes the amount paid for MOBILIZATION and the amount paid for materials furnished but not incorporated into the Work as specified in 109.06.

If MOBILIZATION is not included in the Proposal, include the costs in the various Items scheduled in the Proposal.

## SECTION 157 – CONSTRUCTION LAYOUT AND MOMNUMENT

### 157.01 DESCRIPTION

This Section describes the requirements for surveying and providing lines, grades, elevations, and reference marks as necessary to construct the elements of construction. This Section also describes the requirements for constructing monuments and monument boxes.

### 157.02 MATERIALS

Provide materials as specified:

Sand .....	901.06.02
Concrete .....	903.03
Reinforcement Steel.....	905.01

Provide monument markers according to ASTM B 19 and monument boxes according to AASHTO M 105, Class 20A or 20B.

### 157.03 PROCEDURE

#### 157.03.01 Construction Layout

Perform a site investigation within the Project Limits to locate existing property markers and monuments. Protect property markers and monuments from disturbance and destruction. Notify the RE of the location of property markers and monuments that are in danger of being removed or disturbed. Do not remove or disturb existing property markers and monuments until obtaining RE approval.

Before removing a monument that is not owned by the Department, notify the agency to which the monument belongs of the need to remove the monument. Provide the RE with copies of correspondence with the agency, as well as the agency's written requirements or guidelines for setting monuments.

If a monument or marker is disturbed or removed without RE approval, the Contractor is responsible for reimbursing the Department for the cost to replace the monument.

Perform layout for the construction of the Contract using the control points and data shown on the Plans. Perform layout under the direct supervision of a land surveyor. Preserve control points throughout the duration of the Project. Reset control points that are damaged, lost, displaced, or removed.

Before beginning construction operations, verify the vertical and horizontal controls provided in the Plans using, at a minimum, third-order, Class I accuracy procedural standards and equipment. Notify the RE in writing of discrepancies or errors and obtain resolution before proceeding with the work. Upon request, provide the RE with survey notes and calculations related to the field control verification. Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree of protection for trees and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction, storage, parking, movement of equipment, field office, and etc. which will have to be later restored to preexisting conditions. Provide documentation, including photographs, to the RE.

Provide the Utilities with the layout needed to install relocated utility facilities and coordinate the Work. Ensure that relocated facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts. Establish

the exact location of the Work from the control points. Reference the Work to baselines that are established from the control points. Maintain baselines until Completion.

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, or turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than 475 feet, provide offset stakes at a maximum interval spacing of 25 feet. Identify and mark each stake to show the offset distance from the baseline and provide grade sheets to the RE showing the cut or fill to the finished profile lines with reference to the offset stakes. Provide grade sheets for construction of subbase that include calculations to establish the typical cross section from the profile grade stake. Provide adequate and accurate offset lines during construction that requires occupation of the baseline points by construction operations. Provide the RE with assistance as requested for verification of lines, grades, boundaries, dimensions, and elevations.

Construct the Work to the dimensions and tolerances noted within the Contract. Except where otherwise noted, construct subbase, base courses, pavements, and structures to within 1/4 inch of the elevations, stations and offsets noted in the Contract. If work does not conform to the tolerances allowed, the Department may consider the work to not be in conformance with the work as specified in 105.03.

For each bridge and sign structure within the Project Limits, provide the RE as-built measurements of the vertical under clearance at each lane line, shoulder line, curb line and edge of pavement line under a structure to the nearest inch. For each bridge structure, provide vertical under clearance measurements at each fascia beam.

Upon request, provide the RE with survey notes and calculations related to the alignment and horizontal and vertical control, and field notes to document the ROW, including easements and monument locations. Maintain survey notes in a bound field notebook in a professional manner.

If the Department discovers survey errors, the Department will deduct the costs of checking and correcting these errors from any money due to the Contractor.

#### **157.03.02 Monument**

THE SUBPART IS CHANGED TO:

Comply with the Map Filing Law N.J.S.A. 46:26B-1 through 8 and N.J.A.C. 13:40-5.1 through 2. Set non-Department monuments according to the requirements of the agency. Set Department monuments at the specified location and elevation, and ensure that the monuments are held firmly in place. Excavate so that concrete for the monument base and sides can be placed against undisturbed in-situ material, ensuring that the base is wider than the shaft. If rock is encountered, drill into the rock to provide a rock socket to the satisfaction of the RE. Reuse excess excavated material as specified in 202.03.03.C.1. Place concrete, as specified in 504.03.02.D, and set the reinforcement steel and the monument marker at the time of the concrete pour. Ensure that the top surface of the monument is level, and the disk is in the true position. After the concrete has attained strength, punch the disk.

After the monuments have been set, obtain the current horizontal and vertical control datum values on the monument and submit these values, signed and sealed by the land surveyor, to the RE.

#### **157.04 MEASUREMENT AND PAYMENT**

<i>Item</i>	<i>Pay Unit</i>
CONSTRUCTION LAYOUT	DOLLAR



## SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

### 158.01 DESCRIPTION

This Section describes the requirements for: providing pollution control measures to maintain water quality; constructing and maintaining permanent SESC measures; and constructing, maintaining, and removing temporary SESC measures.

### 158.02 MATERIALS

Provide materials as specified:

Coarse Aggregate (No. 2 and No. 8).....	901.03 102
Temporary Riprap (6 to 9 inches) .....	901.08
Soil Aggregate (I-14) .....	901.11
Welded Wire Reinforcement.....	905.01.03
Temporary Slope Drain Pipe.....	909.02.03
Chain-Link Fence.....	913.02.01
Caution Fence .....	913.02.02
Posts.....	913.02.02.2
Seed Mixtures .....	917.03
Mulch .....	917.06
Sod .....	917.07
Miscellaneous Landscape Materials.....	917.09
Geotextiles .....	919.01
Inlet Filter, Type 1.....	919.01
Inlet Filter, Type 2.....	919.01
Sediment Control Bag .....	919.02
Haybales.....	919.03
Polyethylene Sheeting.....	919.12
Floating Turbidity Barrier.....	919.13

Provide wood stakes and wood posts that are solid, reasonably knot free and conform to the nominal size shown on the Plans. Provide absorbent booms, towels, and blankets made from UV-resistant, spunbond polypropylene skin and filler.

### 158.03 CONSTRUCTION

#### 158.03.01 Environmental Manager

Assign a supervisory-level employee experienced in all aspects of soil erosion and sediment control, water quality control, and work site waste control. Submit the name and applicable experience of this employee to the RE for approval at least 15 days before beginning any construction operations, except construction layout, on the Project. Submit written notification and obtain approval from the RE before changing the environmental manager.

The environmental manager shall have the responsibility and sufficient authority for implementing the approved SESC and water quality methods of operations. The environmental manager shall coordinate, oversee, and supervise SESC and water quality operations on the Project. This includes both on-site and off-site activities, including those involving subcontractors. The environmental manager shall oversee and supervise all site waste control operations for the Project.

The environmental manager shall attend SESC and water quality meetings. The environmental manager, with the RE, shall inspect SESC and site waste control measures at least weekly. Perform additional inspections immediately after precipitation and other weather events that may damage SESC measures or cause uncontrolled erosion to occur. During extended periods of precipitation, perform inspections every 24 hours until the precipitation has ended. Submit original Environmental Compliance Check List and Inspection Form to the RE the same day that the inspection is performed.

Perform corrective actions, if required, within 24 hours of the inspection, and resubmit the Environmental Compliance Check List and Inspection Form to the RE within 2 days indicating that the corrective action has been completed.

### 158.03.02 SESC Measures

Construct SESC measures, as required, before starting construction operations. With the approval of the RE, the Contractor may fell trees or cut other vegetation not designated to be preserved using hand methods before constructing SESC measures. Coordinate temporary SESC measures with the permanent measures and with other construction operations to ensure effective and continuous erosion and sediment control. Construct temporary SESC measures to correct unforeseen conditions that develop during construction. If the Contractor fails to comply with SESC or site waste control provisions, the RE will suspend the Work as specified in 108.13.

Maintain SESC measures regardless of construction season or other times when the Project is closed down or suspended to ensure that the SESC measures function properly. Immediately correct or replace non-functioning SESC measures to meet the specified functionality. If the Contractor fails to maintain SESC or site waste control measures, the RE will suspend the Work as specified in 108.13.

Ensure that clearing and grubbing does not interfere with the construction of permanent SESC measures or other operations. When unstabilized areas caused by site development, grading, or other soil disturbing activities exist beyond 14 days, seed and mulch the disturbed areas. The RE may limit the size of unstabilized areas due to clearing, grubbing, grading, or other soil disturbing activities based on site conditions and the Contractor's ability to install and maintain SESC measures. Upon completion of soil disturbing activities, permanently stabilize disturbed areas within 7 days as specified in 807.03.01. If seasonal limitations preclude permanent stabilization, provide temporary SESC measures as approved by the RE.

When excavation or embankment construction reaches the finished subgrade, areas where pavement is to be placed are exempt from the above stabilization requirements. Roadways and haul roads actively used for daily conveyance of equipment, as well as areas between temporary berms, except median areas, are also exempt.

Employ construction methods to minimize airborne dust and prevent soils and other materials from being deposited on existing roadways. Apply water or other RE approved materials to unpaved areas to control dust caused by hauling or other construction operations. Reuse, as specified in 202.03.03.C.1, dirt and other materials that have been spilled, washed, or tracked onto existing roadways by hauling or other construction operations.

Remove temporary SESC measures when necessary to allow for the installation of permanent measures, or as permanent measures become functional. Notify the RE 10 days before removing temporary SESC measures. Between Substantial Completion and Completion, remove temporary SESC measures unless the RE directs that specific Items remain in place.

Construct SESC measures as follows:

1. **Heavy-Duty Silt Fence.** Install heavy-duty silt fence with geotextile securely buried in the existing soil. Join sections of the geotextile so that they work effectively as a continuous fence. Install the color of heavy-duty silt fence in locations as shown in the Plans. Do not substitute orange for black or black for orange.
2. **Floating Turbidity Barriers.** At least 10 days before installation, submit floating turbidity barrier design and placement locations for Department approval. Install floating turbidity barrier in streams or other waterbodies to contain discharge from drainage pipes and construction operations before beginning work in that area. Install floating turbidity barriers radially from the point of discharge of drainage pipes, or from construction operations that could potentially impact the waterbody. Install floating turbidity barriers parallel and as close to the shore as possible while still enabling it to float. Ensure that at least 5 feet of each end of the floating turbidity barrier is anchored on shore. When floating turbidity barrier will not work in shallow water because of fluctuating water levels or heavy currents, stake the floating turbidity barrier in a fixed position which may also include a fixed height. Provide detail for Department approval.

Clean out floating turbidity barriers and keep them free from debris. Ensure floating turbidity barriers remain in place until all of the work in the area is completed, the cofferdam is removed (if applicable), and the adjacent ground area has established a firm stand of vegetation (if applicable). Remove floating turbidity barriers in such a manner as to minimize the release of sediment and debris.

3. **Dewatering Basin.** At least 10 days before installation, submit to the RE for approval a plan detailing the size, materials, and location for all dewatering basins. Size dewatering basins to contain the expected discharge of water and sediment based on the flow rate of the pump to be used and the volume of area to be dewatered. Contain the turbid discharge from dewatering activities in a dewatering basin to control sediment and provide 105 water filtration. As specified in N.J.A.C 7:9B or other applicable jurisdictional regulations, provide filtration to release clean and clear water into adjacent streams or other waterbodies. Install floating turbidity barriers where the basin outfall flows into a receiving waterbody. Ensure that the outfall of the basin does not cause erosion to or scour of the area onto which the water is being discharged.

At the end of dewatering operations, remove the dewatering basin. Restore the disturbed area to the original condition.

4. **Sediment Control Bag.** At least 10 days before installation, submit to the RE for approval a plan detailing the size, location, details of aggregate base, anticipated discharge flow, and manufacturer's catalog cuts. If the outfall of the sediment control bag flows into receiving waterbody, ensure that floating turbidity barriers are installed as specified in 158.03.02.11.

Install and maintain sediment control bags according to the manufacturer's recommendations. Size sediment control bags to accommodate anticipated sediment and flow rates. Place the sediment control bag on the slope to allow water to flow downhill through the bag. Place the discharge hose into the neck of sediment control bag and fasten to ensure that water does not leak at the connection. To increase the efficiency of filtration, place the bag on an aggregate bed to maximize water flow through the surface area of the bag. Size aggregate to prevent puncture of sediment control bags. Ensure that the discharge from the sediment control bag does not cause erosion to, or scour of, the area onto which the water is being discharged.

When the sediment control bag is 90 percent full, can no longer efficiently filter sediment, or does not allow water to pass at a reasonable rate, remove and replace.

Remove sediment control bags according to the manufacturer's recommendations and dispose as specified in 202.03.09. Restore the disturbed area to the original condition.

5. **Construction Driveway.** To minimize tracking of dirt and other materials onto existing roadways, provide a construction driveway at each location where vehicles exit the work site as approved by the RE. Construct driveways using No. 2 coarse aggregate placed on geotextile. Ensure that the driveway is at least 15 feet wide. The Contractor may make driveways wider if approved by RE. Maintain the driveway by top dressing or by excavating and top dressing, as directed by the RE, with additional No. 2 coarse aggregate. When the driveway is no longer required, remove the driveway, backfill to the adjacent ground elevation, and restore the disturbed area to the original condition.

6. **Concrete Washout System.** At least 10 days before the first concrete placement, submit to the RE for approval a plan for the concrete washout system. Design the concrete washout system to fully contain the concrete washout needs, concrete slurry, and the Department's concrete testing of the Work. Ensure that each concrete washout facility prevents discharge from concrete trucks and equipment cleaning from entering inlets and into surface or groundwater. Ensure that the location of concrete washout facilities are no closer than 50 feet from environmentally sensitive areas such as streams, wetlands, or other areas shown on the Plans. Use signs to designate concrete washout areas. Ensure that concrete washout facilities are limited to the designated areas. Ensure that the concrete washout system is in place before delivery of concrete to the site. Ensure that a secure, non-collapsing, non-water collecting cover over each concrete washout facility is in place during precipitation so that precipitation does not accumulate

and cause the washout areas to overflow. If the concrete washout facility becomes 50 percent full, discontinue pouring concrete until the concrete washout facility is cleaned out. 106 Remove hardened concrete and reuse as specified in 202.03.03.C.1. Allow slurry to evaporate or dispose of as specified in 202.03.03.C.2. If a lined basin is used, replace the liner if it becomes damaged or compromised. Remove concrete washout facilities when no longer needed. Restore the disturbed area to original condition.

7. **Oil-Only Emergency Spill Kit.** Before start of construction operations, place Oil-Only Emergency Spill Kits within the Project Limits, with each kit capable of cleaning up at least 95 gallons of spill. Include Oil-Only Emergency Spill Kit, Type 1 consisting of the following: a. An instruction manual and emergency response guide. b. Ten 5 inch × 1 foot oil-only absorbent booms. c. Ten 3 inch × 10 foot oil-only absorbent booms. d. One hundred 20 × 16 inch oil-only absorbent pads. e. Twenty temporary disposal bags and ties. f. A 40 pound bag of loose absorbent pellets. g. A wheeled container for the above. If a spill occurs, immediately contain the spill and notify the NJDEP Hotline (1-877-927-6337) and the RE. Clean up and remediate the spill as directed by the NJDEP. Separately stockpile, as specified in 201.03.03.3, the contaminated material and dispose of the contaminated material as specified in 202.03.09. Submit an incident report to the RE within 10 days after clean-up that includes a summary of the incident, the clean-up and containment measures taken, the time and date of the incident, and the NJDEP case number. Replenish the kits to ensure that the specified number of complete kits are on-site at all times during construction operations.
  
8. **Tree Protection.** Before start of construction operations, install tree protection by surrounding trees and other vegetation with chain-link fence. Place the tree protection a minimum of 2 feet outside the dripline of tree or vegetation canopy. Do not park vehicles or equipment, or store materials within the area of tree protection. In situations where tree protection conflicts with excavation or other construction, request permission to modify tree protection and provide a protection plan for approval by the Department.

### 158.03.03 Erosion Control Sediment Removal

Remove sediment from sediment traps and dewatering basins when they are 50 percent filled. Remove sediment from silt fences, stone outlet structures, dams, and haybales when the sediment reaches 50 percent of the height of the SESC measure. Remove the coarse aggregate and riprap from check dams when removing the sediment. Reuse the removed material as specified in 202.03.03.C.1. Replace the coarse aggregate and riprap removed from check dams.

### 158.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HEAVY-DUTY SILT FENCE, ORANGE	LINEAR FOOT
FLOATING TURBIDITY BARRIER, TYPE 2	LINEAR FOOT
DEWATERING BASIN	UNIT
SEDIMENT CONTROL BAG	UNIT
CONSTRUCTION DRIVEWAY, WOOD MATS	UNIT
CONCRETE WASHOUT SYSTEM	LUMP SUM
OIL-ONLY EMERGENCY SPILL KIT, TYPE 1	UNIT

The Department will calculate the square footage for each SEDIMENT CONTROL BAG from the nominal size of each bag as provided by the manufacturer.

The Department will make payment for top dressing of construction driveways with additional stone under CONSTRUCTION DRIVEWAY

The Department will make payment for floating turbidity barrier used in conjunction with DEWATERING BASIN, SEDIMENT CONTROL BAG, or under FLOATING TURBIDITY BARRIER.

## SECTION 159 – TRAFFIC CONTROL

### 159.03 PROCEDURE

#### 159.03.01 TRAFFIC CONTROL COORDINATOR

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

#### 159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD

#### 2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

PART (5) IS CHANGED TO:

- 5. Temporary Crash Cushion.** Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department, will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor's lack of response to a damage notification, the Contractor agrees to pay the Department a sum of \$3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in Section 452.

PART 6 IS CHANGED TO:

- 6. **Traffic Control Truck with Mounted Crash Cushions.** Provide the RE with a copy of the crash cushion manufacturer’s recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set, and the wheels are turned to avoid rolling into active traffic lanes. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.
- 9. **Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).**

**159.03.08 Traffic Direction**

**B. Police.**

PART B IS CHANGED TO:

- B. **Police.** Unless designated as local police at the preconstruction conference, police will be on-duty New Jersey State Police. Police are either provided by the RE as employees of the State, or by the local government as a vendor to the State. The use of police services by the RE does not relinquish or diminish the Contractor’s responsibilities for work zone safety.

Submit a request for police services to the RE 72 hours before beginning construction operations.

Activities requiring police services include:

- 1. Traffic direction through signalized intersections, where the integrity of the existing traffic signal system is impacted or where an override of the signal is required.
- 2. Temporary closure of all lanes on state highways and interstates.

Police services may be requested as an enhancement to the TCP.

This enhancement includes:

- 1. Temporary closure of one or more lanes on interstates.
- 2. Temporary closure of one or more lanes on state highways with a posted speed of 50 miles per hour or higher.

Emergency situations may prevent police from arriving at the scheduled date or time. The RE will not permit construction operations that, by law, require police services if police are unavailable. The Department will not accept claims for interruptions or delays resulting from any failure of police to arrive as requested.

The RE must notify State and local police of cancellations 24 hours in advance. At least 24 hours before the scheduled start of work, notify the RE of any work cancellation for which police services were requested.

**159.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

<i>Item Pay</i>	<i>Unit</i>
BREAKAWAY BARRICADE, TYP 3	UNIT
DRUM	UNIT
TRAFFIC CONE	UNIT

CONSTRUCTION SIGNS	SQUARE FOOT
CONSTRUCTION IDENTIFICATION SIGN, 4' X 8'	UNIT
FLASHING ARROW BOARD, 4' X 8'	UNIT
PORTABLE VARIABLE MESSAGE SIGN	UNIT
TRAFFIC DIRECTOR, FLAGGER	HOUR

## SECTION 161 – FINAL CLEANUP

### 161.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
FINAL CLEANUP	LUMP SUM

#### THE FOLLOWING IS ADDED:

In addition, the requirement indicated within this section, payment for the Item FINAL CLEANUP shall also include the following:

- A. Under this item the Contractor shall restore the work site and access area to its original condition including, but not limited to, installation of both temporary and permanent striping, remove and reset street, road and parking lot signs, remove and reset slate pavers, remove and dispose of all topsoil, seeding, and landscaping, sidewalks, roadways, curbs, cleaning and removal of stockpiles and equipment, and all else not specifically covered elsewhere in these specifications. All concrete aprons shall be restored.
- B. This item includes restoration of adjacent parking areas, residential and commercial driveways, associated striping, and landscaping disturbed during construction. Driveways shall be restored with material matching existing material in a uniform seamless manner. Disturbed landscaped areas shall be restored in-kind. All existing painted curbs which are damaged during construction shall be repainted in-kind.

In addition to the above, this Item includes the furnishing of all materials, labor and equipment and all else necessary therefore and incidental thereto as required for the final cleanup and all incidental work necessary.

## DIVISION 200 – EARTHWORK

### SECTION 201 – CLEARING SITE

#### 201.03.01 Clearing Site

PART A IS CHANGED TO:

- A. Preparation.** Construct SESC measures, as specified in 158.03.02, before clearing site.

THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

- B. Clearing and Grubbing.** Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

#### 201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The payment for the Item CLEARING SITE shall include the following, as required:

- A. Under this item the Contractor shall remove and dispose of the existing asphalt pavement, existing curb ramps, sidewalks, dirt, stones, and all debris as needed within project limits; the removal of which is required for carrying out the work of this project, shall be removed and disposed of off-site.
- B. The Contractor shall remove and dispose of any reinforced concrete pavement, bituminous pavement, castings and curb pieces as necessary for the project. He shall remove and reset street any road signs, remove and reset any shrubs and fences, remove and reset to grade manhole and catch basin frames, gas and water valves, and complete all other removals and relocations required for the work and not specifically covered elsewhere for payment.
- C. The Contractors are advised to make a site visit, check the existing site conditions, and determine the detail scope of work for the site clearing before the bidding of this project.
- D. Removal of debris, disposal of materials, and all else necessary therefore, incidental thereto and included herein.

In addition to the above, this Item includes the furnishing of all materials, labor and equipment and all else necessary therefore and incidental thereto as required for the site clearing and all incidental work necessary.

### SECTION 202 – EXCAVATION

#### 202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.



## DIVISION 500 – BRIDGES AND STRUCTURES

### SECTION 501 – SHEETING AND COFFERDAMS

#### 501.01 DESCRIPTION

This Section describes the requirements for constructing and removing cofferdams and sheeting.

#### 501.02 MATERIALS

Provide materials as specified:

Concrete .....	903.03
Structural Steel .....	906.01
Steel Sheet Piles .....	906.02
Bolts .....	908.01

#### 501.03 CONSTRUCTION

##### 501.03.03 Temporary Cofferdam

- A. Working Drawings.** At least 30 days before beginning work, submit working drawings signed and sealed by a Professional Engineer for approval. Include the following:
1. Size, cross section, section modulus, and physical properties of the cofferdam that will provide the maximum longitudinal bending moment for proper functioning.
  2. Bracing design to protect workers, adjoining properties, and the public.
  3. The combined stress calculations to determine the maximum effect of the principal stresses on the cofferdam. Include a check for the principal stresses against the appropriate material yield point.
  4. The effects of bending stresses in the longitudinal direction and the transverse direction.
  5. The maximum forces that the cofferdam is subjected to during construction operations.
  6. The Contractor may use the Hencky-Von Mises (Yield Distortion Energy) criterion to combine stresses and relate the principal stresses to a failure criterion (Material Yield Point).
  7. A complete description of the proposed cofferdam.
  8. Dewatering plan, including method of dewatering and controlling sediment and contaminants from entering adjacent waterbodies, wetlands, and environmentally sensitive areas. Do not use earthen berms as a method of dewatering.
- B. Construction.** Construct cofferdam to ensure the stability of the excavation and to keep the excavation free of water. Construct the cofferdam with interior dimensions that allow clearance for the construction and inspection of forms and for the handling and pumping of water outside of the footing area. Extend the cofferdam below the bottom of the footings and brace cofferdams in all directions and ensure that they are maintained free of water until the subsequent work has been completed.
- The Contractor may only extend timber or bracing of a cofferdam into or through the proposed substructure with RE approval. Ensure that vertical structural members supported on rock are toed-in to ensure stability.
- C. Dewatering.** Continue dewatering operations until the temporary cofferdam is removed or as directed by the RE.
- D. Removal.** Remove temporary cofferdam when no longer required. Restore disturbed areas, including watercourse beds, to original conditions.

The Contractor may request that the temporary cofferdam be left in place. If approved, the RE will designate the limits of the cofferdam to be left in place.

**501.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
TEMPORARY COFFERDAM	LUMP SUM

## DIVISION 600 – MISCELLANEOUS CONSTRUCTION

### SECTION 603 BRIDGE SCOUR PROTECTION

#### 603.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This section describes the requirements to construct articulated concrete block (ACB) matting system consisting of the prefabricated assembly mats laced with revetment cables, hand-placed earth anchors for the ACB, geotextile filter fabric and any other applicable appurtenances.

#### 603.02 MATERIALS

##### 603.02.01 Materials

THE FOLLOWING IS MATERIALS ARE ADDED:

Earth Anchor for Articulated Concrete Matting .....	908.01.06
Geotextile for Articulated Concrete Block Matting.....	919.01.01
Articulated Concrete Block Matting, Open Cell.....	910.07
Concrete.....	903.03

The articulated concrete block matting shall be ARMORFLEX® Class 50 as manufactured and sold by CONTECH Engineered Solutions, or an approved equal that have the following properties:

#### ARMORFLEX® CELLULAR CONCRETE BLOCK PROPERTIES

CLASS	TYPE	MIN. WEIGHT (lbs)	LENGTH (in.)	WIDTH (in.)	HEIGHT (in.)	OPEN AREA (%)
<b>50</b>	<b>OPEN CELL</b>	<b>76</b>	<b>17.4</b>	<b>15.5</b>	<b>6.0</b>	<b>20</b>

Revetment cable and fitting shall either be galvanized steel or polyester with sufficient strength for lifting/placement of the ACB matting per the manufactory’s specifications.

The geotextile shall conform to 919.01, having a minimum burst strength of 650 pounds per square inch when tested according to ASTM D3786.

#### 603.03 CONSTRUCTION

##### 603.03.03 Riprap Stone Channel or Scour Protection

THE FOLLOWING SUBPARTS ARE ADDED:

Prior to construction, submissions of work drawings for approval shall include at minimum, the following:

1. Cut sheets showing the individual block weight, open area, nominal dimensions and general plan for shape.
2. Block layout in relation to the bridge’s features.
3. Locations of cast-in-place concrete joints and concrete anchoring
4. Layout sequence.

5. Mattress junction details
6. Anchor to mat connection details
7. Details for grade change
8. Soil and rock anchors, if required
9. Geotextile
10. The manufacturer's specifications and layout of the anchored system to ensure it is consistent with the mattress

Grade the scour protection area to a smooth plane surface in accordance with the manufacturer's requirements, ensuring that intimate contact is achieved between the slope face and the selected geotextile, and the entire bottom surface the individual ACBs. Remove, including but not limited to, the following:

1. Roots
2. Slope deformities
3. Grade Stakes
4. Stones which project normal to the local slope face.
5. Holes,
6. "Pockmarks"
7. Slope board teeth marks
8. Footprints.
9. Voids greater than 0.5 inch depth normal to the local slope face.
10. Grooves or depressions greater than 0.5 inch in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction.

Backfill with coarse aggregate stone specified by the RE at locations where a smooth bottom surface cannot be achieved, as directed by RE.

Grade the anchor points uniformly so that there is no dips or bumps exceeding 0.5 inches over or under the local grade. Grade the width of the anchor points uniformly to ensure that intimate contact between all ACBs and the underlying grade at the anchor points.

One layer of filtration geotextile fabric shall be placed directly on the prepared area with intimate contact to the subgrade. The geotextile filter fabric shall be free of any form of wrinkles or folds and be limited to damage or disturbance to the geotextile from equipment, repeated pedestrian traffic, and perception. The geotextile fabric shall be placed with the upstream strip of the fabric is overlapping the downstream strip. The longitudinal and transverse joints shall overlap at least two (2) feet. Place the cellular concrete blocks with no individual block protruding more than ½ - inch within the plane of the blocs. Seat the blocks with a roller or other means to ensure that the cellular blocks are flush and develop intimate contact with the subgrade.

If assembled and placed as large mattresses, attach the cellular concrete mats to a spreader bar or other devices to lift and place the mats. Lift and drag the mats into place under the structure to the proper position. The equipment shall only enter the streambed in the work area. The equipment shall have adequate capacity to place and drag the mats without bumping, tearing, or otherwise damaging the underlying fabric. Place the cellular concrete mats end-to-end with the mats abutting each other. Fasten cables of adjoining sections. Ensure that the end cables of the mats area overlapped and the gap between adjacent mats is from 4 to 6 inches. Whether placed by hand or in a large mattresses, distinct changes in grade that result in discontinues revetment surface in the direction of flow shall require special care and attention so as to produce a continuous surface. Lift and reset mattresses out of alignment and ensure that they are no overlapping mats. As adjacent mats are placed, secure them to each other by fastening the protruding horizontal and vertical cable connections and end cable loops together along each side of the mats. Tie and anchor the connections below the mats. Ensure connections do no protrude above the mats.

Attach the cables to the earth anchors and embed the anchors at least three feet deep. If the articulated concrete blocks mat is longer than 8 feet. Then provide anchors at 8 feet center to center. Place concrete specified by the manufacturer, over the anchors to 1 inch below the top of the mat. Backfill with streambed material to the top of the surface of the cellular block.

Place concrete specified by the manufacturer in transverse joints to 1 inch below the top of the cellular concrete block. Backfill with streambed material to the top surface of the cellular concrete block. Backfill with streambed material to the top of surface of the cellular concrete block.

Anchor the sides and edges of the mat in accordance with the details shown on the Plans.

Accommodate any radial turns in the mats according to the manufacturer's recommendations, subject to the approval of the RE. Angled mats with varying widths may be considered. The angles can be developed by omitting the necessary units to obtain the required geometry.

Backfill and compact the cells or openings with streambed material extending from the filter fabric to the top surface of the cellular concrete block.

Ensure that a representative from the manufacture is at the work site during all of the following:

1. Prior to the first installation of the geotextile over the prepared subgrade.
2. The first installation of the articulated concrete block matting.
3. The first installation of the anchorage adjacent to structure.
4. The first installation anchoring the edge of the articulated concrete block matting.

Ensure that concrete blocks are placed by hand produce a smooth plane surface and in complete contact with the filter fabric. No individual block within the plane shall produce more than 0.5 inches.

**603.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
EARTH ANCHOR FOR ARTICUALTED CONCRETE BLOCK MATTING	UNIT
ARTICULATED CONCRETE BLOCK MATTING, 6" OPEN CELL	SQUARE YARD
RIPRAP STONE SCOUR PROTECTION (D50=12")	CUBIC YARD

The quantity for ARTICULATED CONCRETE BLOCK MATTING, 6" OPEN CELL is based on the plan area to be armored and is not measured along the length of the sloping surface that the mats will be placed on. The bid price shall account for the actual quantity of the mats that must be installed to cover the plan area indicated. The bid price shall include the items incidental to the construction of the mats and hand-placed blocks, including but not limited to concrete, coarse aggregate, geotextile, anchorage hardware, native streambed material, the removal of obstructions, and subgrade preparation.



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND RESOURCE PROTECTION**  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
www.nj.gov/dep/landuse



## PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date <b>July 15, 2020</b>
		Expiration Date <b>July 14, 2025</b>
<b>Permit Number(s):</b> 2013-20-0001.1 LUP200001	<b>Type of Approval(s):</b> Flood Hazard Area Individual Permit Freshwater Wetlands General Permit 10A	<b>Governing Rule(s):</b> N.J.A.C. 7:13-1.1(b) N.J.A.C. 7:7A-1.1(a)
<b>Permittee:</b> Union County c/o Thomas O. Mineo, County Engineer 2325 South Ave Scotch Plains, NJ 07076	<b>Site Location:</b> Block(s) & Lot(s): [140, 1] [178, 4] [Right-of-way] Municipality: Rahway City County: Union	
<b>Description of Authorized Activities:</b>  <p>This document authorizes the installation of an articulated concrete block mattress for scour protection within the channel of Robinsons Branch under and immediately adjacent to the Central Avenue bridge crossing within a Union County right-of-way and adjacent to Lot 1 of Block 140 and Lot 4 of Block 178 in the city of Rahway, Union County.</p>		
<b>Prepared by:</b>  Michael Girard	<b>Received and/or Recorded by</b> County Clerk:	
<p>If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.</p>		
<p><b>This permit is not valid unless authorizing signature appears on the last page.</b></p>		

UNIOCTY 18014

**STATEMENT OF AUTHORIZED IMPACTS:**

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-2.1; N.J.A.C. 7:7A-2.1.

<b>FWW GP10A Very Minor Road Crossings</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Freshwater wetlands</b>	0	0
<b>Transition areas</b>	0	0
<b>State open waters</b>	0.091	0.009

<b>Riparian Zone Vegetation</b>	<b>Area of riparian zone (Acres)</b>
<b>Permanent Disturbed</b>	0
<b>Temporary Disturbed</b>	0.20

**FRESHWATER WETLANDS GENERAL PERMIT #10A CONDITIONS:**

1. Any additional un-permitted disturbance of freshwater wetlands, State open waters and/or transition areas besides that shown on the approved plans shall be considered a violation of the Freshwater Wetlands Protection Act Rules unless the activity is exempt or a permit is obtained from the Department prior to the start of the proposed disturbance. The construction activities shall not cause any change in pre-construction elevation of freshwater wetlands, transition areas, or State open waters.
2. The construction activities shall not cause any change in pre-construction elevation of freshwater wetlands, transition areas, or State open waters.
3. This permit to conduct a regulated activity within a State open water includes the Division's approval of a Water Quality Certificate.

**FLOOD HAZARD AREA INDIVIDUAL PERMIT SPECIAL CONDITIONS:**

1. All excavated material and dredged material shall be disposed of in a lawful manner outside of any flood hazard area riparian zone, open water, freshwater wetland and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
2. Construction equipment shall not be stored, staged or driven within any channel, freshwater wetland or transition area, unless expressly approved by this permit and/or described on the approved plans.
3. All sediment barriers and other soil erosion control measures shall be installed prior to commencing any clearing, grading or construction onsite, and shall be maintained in proper working condition throughout the entire duration of the project.

4. The regulated activity shall not expose unset or raw cement to flowing water within any channel or regulated water during construction.
5. Construction may only be performed only under conditions where the stream area is dry or de-watered conditions. No work may be performed where the stream channel is wet.
6. De-watering of cofferdams must include properly sized temporary sediment basins or other filtering methods to reduce turbidity. The stream area to receive return water discharged from cofferdams must be encompassed by a turbidity barrier. The turbidity barrier must be located parallel to the stream banks and anchored to the shoreline to maintain freeflow of the stream center. In order to avoid obstruction of stream flows or fish passage, turbidity barriers must not be placed across the entire stream channel.
7. The articulated concrete block mattress installed in the channel shall be carefully imbedded into the channel substrate and contoured to mimic the original physical characteristics of the channel (such as its shape, slope, thalweg and meander) in order to provide low-flow aquatic passage throughout the entire disturbed area. Furthermore, any void spaces within the mattress shall be filled with native substrate from the channel.
8. In order to protect general game fisheries within Robinson's Branch, no grading, excavation, or construction activities is permitted within the watercourse onsite between May 1<sup>st</sup> through July 31<sup>th</sup> of each year. In addition, any activity within the 100-year floodplain or flood hazard area of this watercourse which would introduce sediment into said watercourse or which could cause more than a minimum increase in the natural level of turbidity is also prohibited anytime, but especially during this period. The Department reserves the right to require additional soil conservation measures if it becomes evident that additional soil conservation measures are required to protect State regulated resources or to suspend all regulated activities on-site should it be determined that the permittee has not taken proper precautions to ensure continuous compliance with this condition.
9. Vegetation within 50 feet of the top of the bank shall only be disturbed in the areas specifically shown on the approved drawing(s). No other vegetation within 50 feet of the top of any stream bank onsite shall be disturbed for any reason. This condition applies to all channels onsite regardless of the contributory drainage area.
10. All riparian zone vegetation that is temporarily cleared, cut, and/or removed to conduct a regulated activity, access an area where regulated activities will be conducted, or otherwise accommodate a regulated activity shall be replanted immediately after completion of the regulated activity, unless prevented by seasonal weather, in which case the vegetation shall be replanted as soon as conditions permit. The vegetation to be replanted shall:
  - a. Consist of vegetation of equal or greater ecological function and value as the vegetation that was cleared, cut, or removed. For example, herbaceous vegetation may be replaced with the same type of vegetation or with trees, but the trees in forested areas must be replaced with trees of equal or greater density and ecological function and value;
  - b. Consist of native, non-invasive vegetation, except in an actively disturbed area. In an actively disturbed area, the vegetation may be replaced with the same type of vegetation that was cleared, cut, or removed, or with another kind of vegetation typical of an actively disturbed area. For example, lawn grass may be replaced with garden plants or agricultural crops; and



- c. In cases where replanting would interfere with continued access to or maintenance of a structure that is required by Federal, State, or local law, the vegetation replanted shall meet the requirements to the extent feasible.

**STANDARD CONDITIONS:**

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Division of Land Resource Protection by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.

9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
  - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and
  - iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.

19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
23. A permit can be modified, suspended, or terminated by the Department for cause.
24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Resource Protection at the address listed on page one of this permit.

**APPROVED PLAN(S):**

The drawing(s) hereby approved consist of five (5) sheet(s) prepared by Neglia Engineering Associates, dated February 27, 2020, unrevised, unless otherwise noted, and entitled:

“CENTRAL AVENUE BRIDGE, SCOUR PROTECTION, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY”,

- “SITE PLAN”, sheet no. 2.00,
- “BRIDGE CROSS SECTIONS & DETAILS”, sheet no. 2.01,
- “SOIL EROSION AND SEDIMENT CONTROL PLAN”, sheet no. 3.00,
- “CONSTRUCTION DETAILS”, sheet no. 4.00,
- “NJDEP PERMITTING PLAN”, sheet no. 5.00.

**APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Resource Protection at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Resource Protection's Technical Support Call Center at (609) 777-0454.

Approved By:



2020.07.15

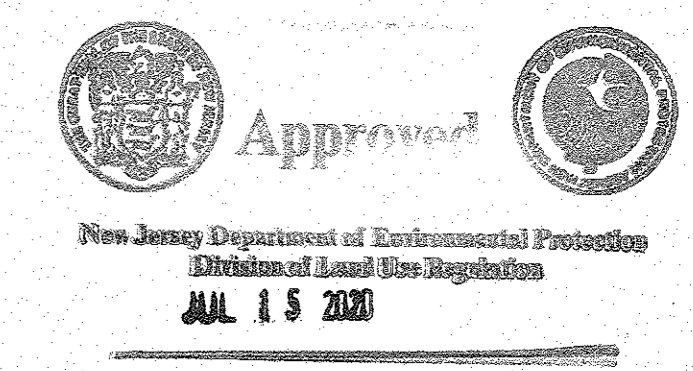
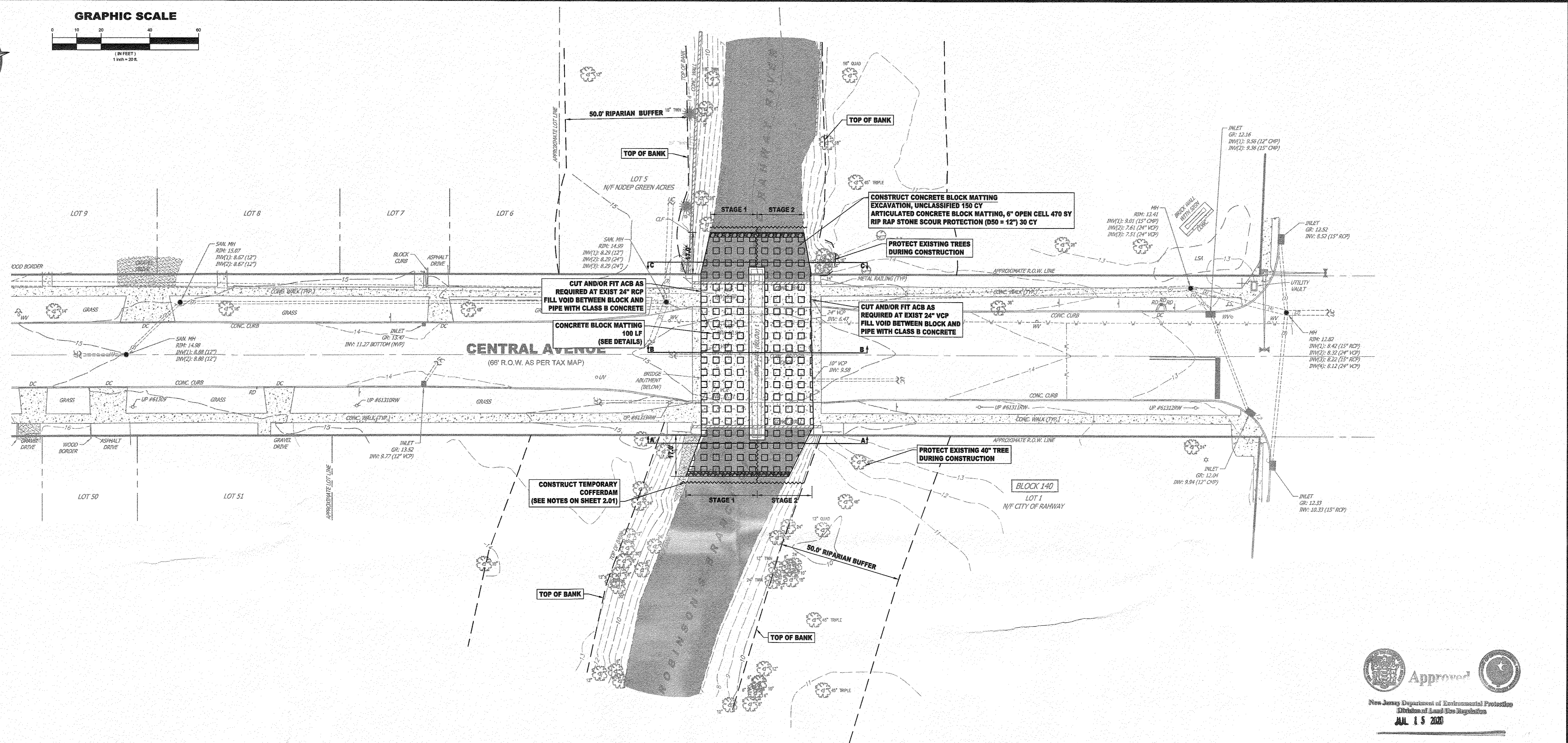
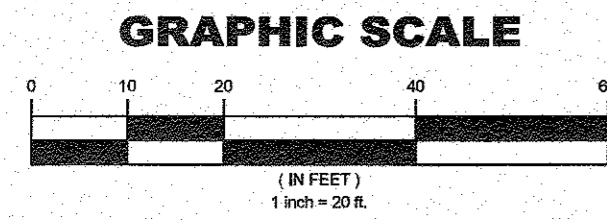
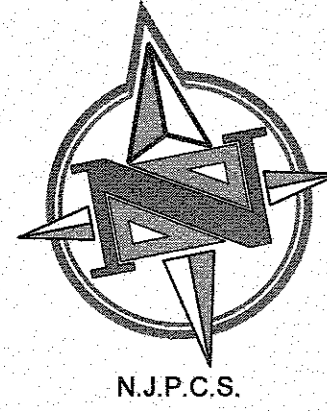
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Keith P. Stampfel, P.E., Section Chief  
Division of Land Resource Protection

c: Municipal Clerk, Rahway City  
Municipal Construction Official, Rahway City  
Agent (original) – Anthony Kurus, PE



**SITE PLAN LEGEND**

ARTICULATED CONCRETE BLOCK MAT (ACBM)	
RIPRAP STONE TOE TRENCH	

**SITE PLAN NOTES:**

- SEE PLAN SHEET 3.01 FOR ELEVATIONS AND SECTIONS.
- THE COST FOR THE INSTALLATION/RESETTING OF COFFERDAM FOR ALL PHASES IS INCLUDED UNDER THE PAY ITEM "TEMPORARY COFFERDAM"

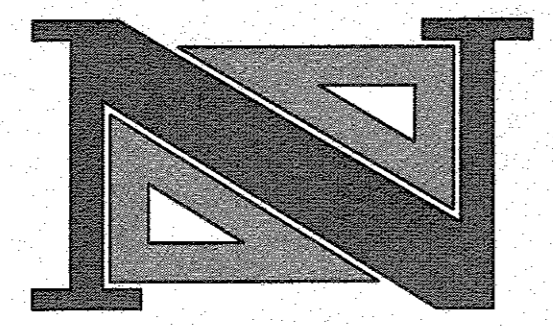
**GENERAL NOTES:**

- EXISTING CONDITIONS AS PER PLAN ENTITLED "TOPOGRAPHIC SURVEY, ROBINSON'S BRANCH OF THE RAHWAY RIVER, BRIDGE & PORTION OF CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY", SHEET 1 OF 1 PREPARED BY NEGLIA ASSOCIATES.

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED. © COPYRIGHT 2019 BY NEGLIA ENGINEERING. ALL RIGHTS RESERVED.

CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA27927000

REVISIONS			DRAWN	DESIGNED	CHECKED
NO.	DATE	DESCRIPTION			



**ANTHONY KURUS, P.E., P.P.**  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 46445

A PROJECT OF  
**NEGLIA ENGINEERING ASSOCIATES**  
NEW JERSEY  
34 PARK AVENUE  
LYNDHURST  
TEL: 201-939-8805 FAX: 201-939-0846 E-MAIL: NEA@NEGLIAENGINEERING.COM

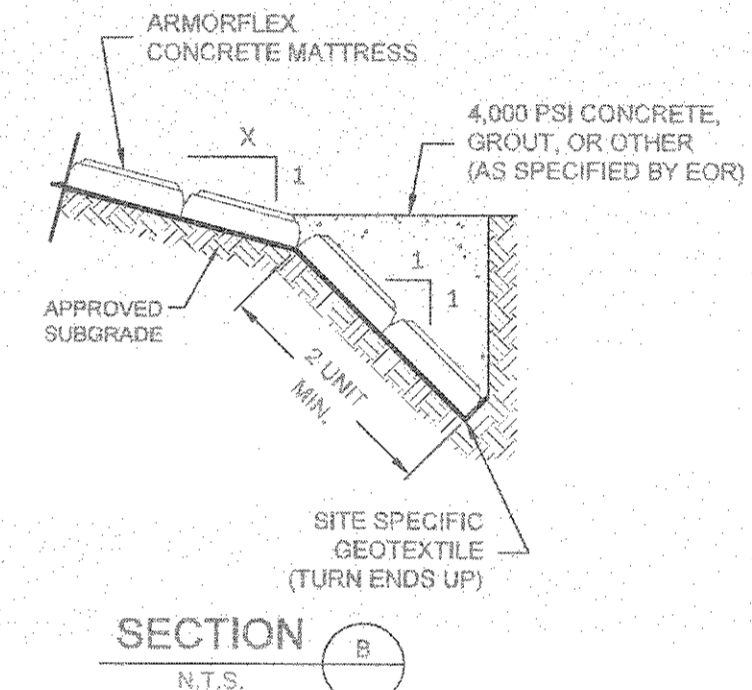
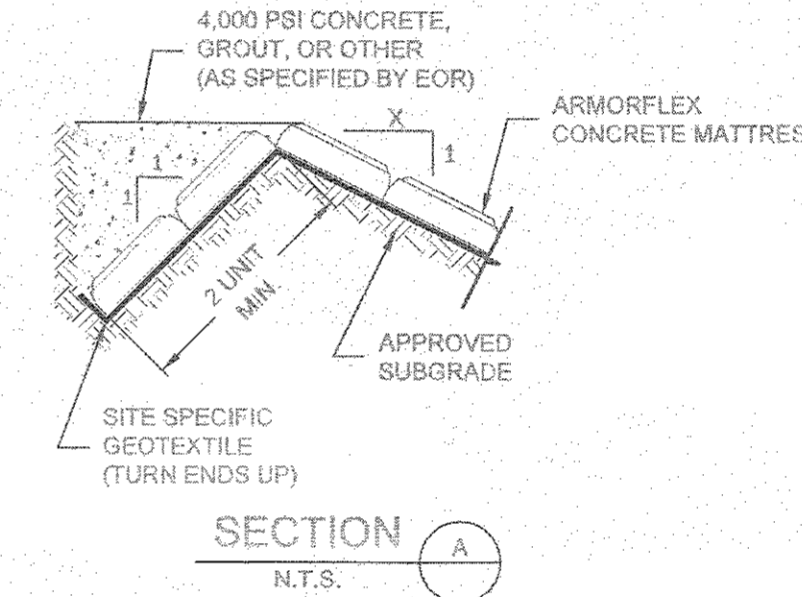
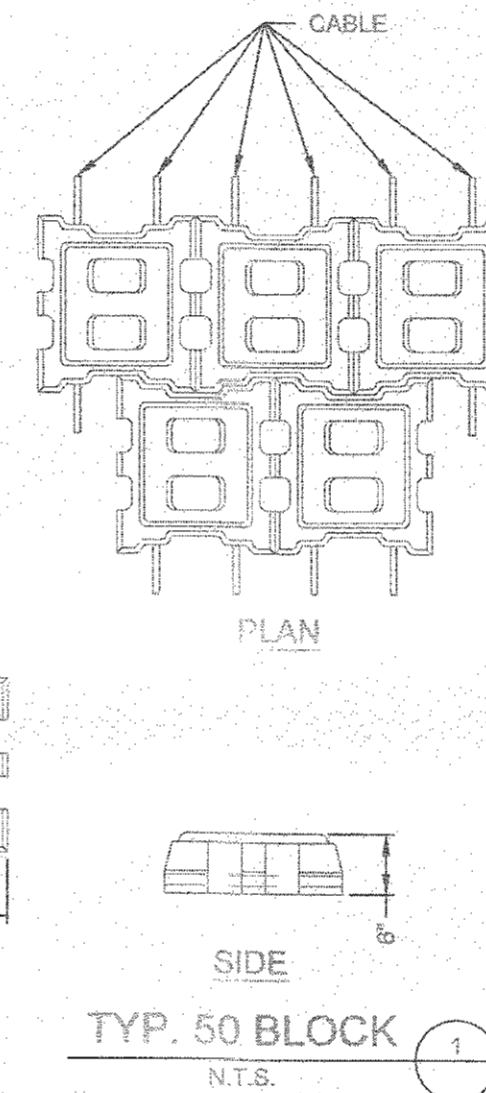
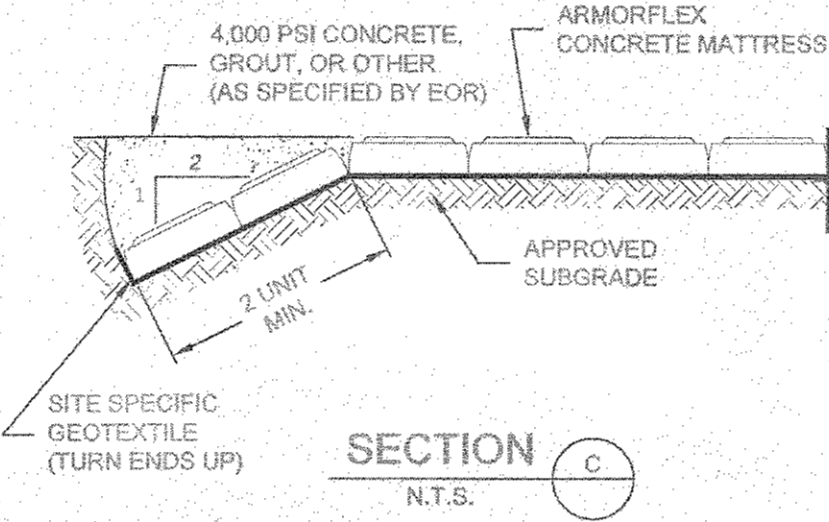
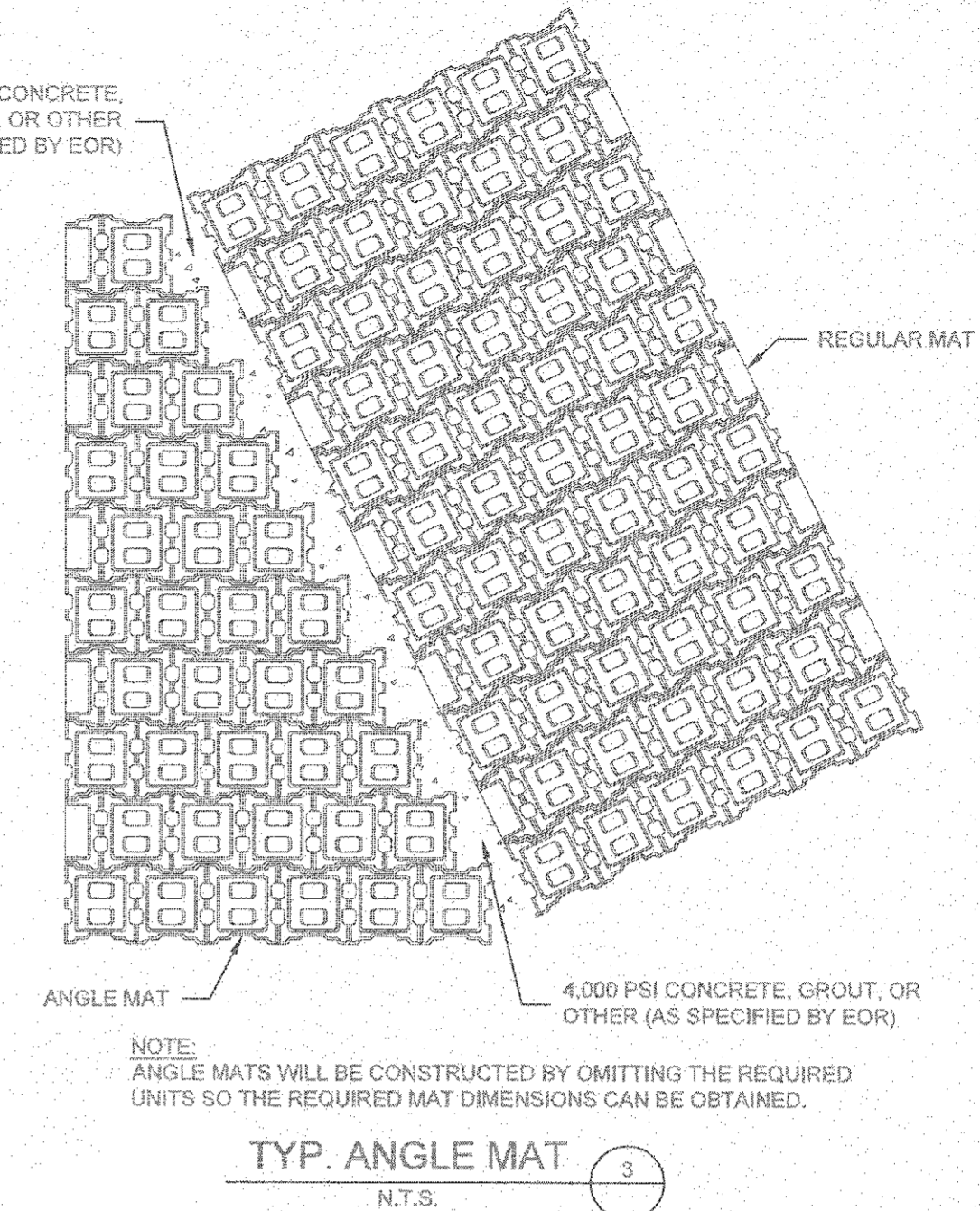
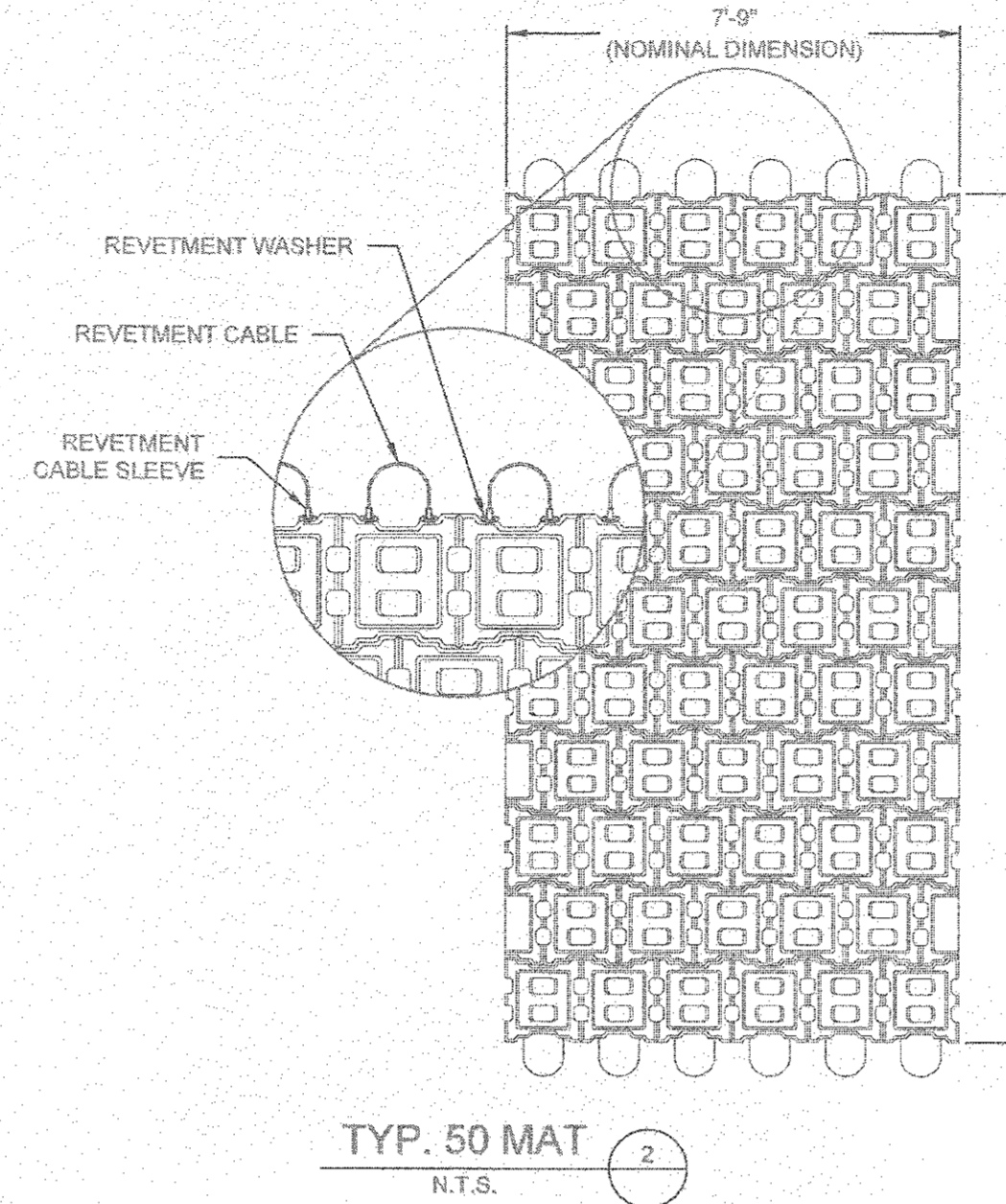
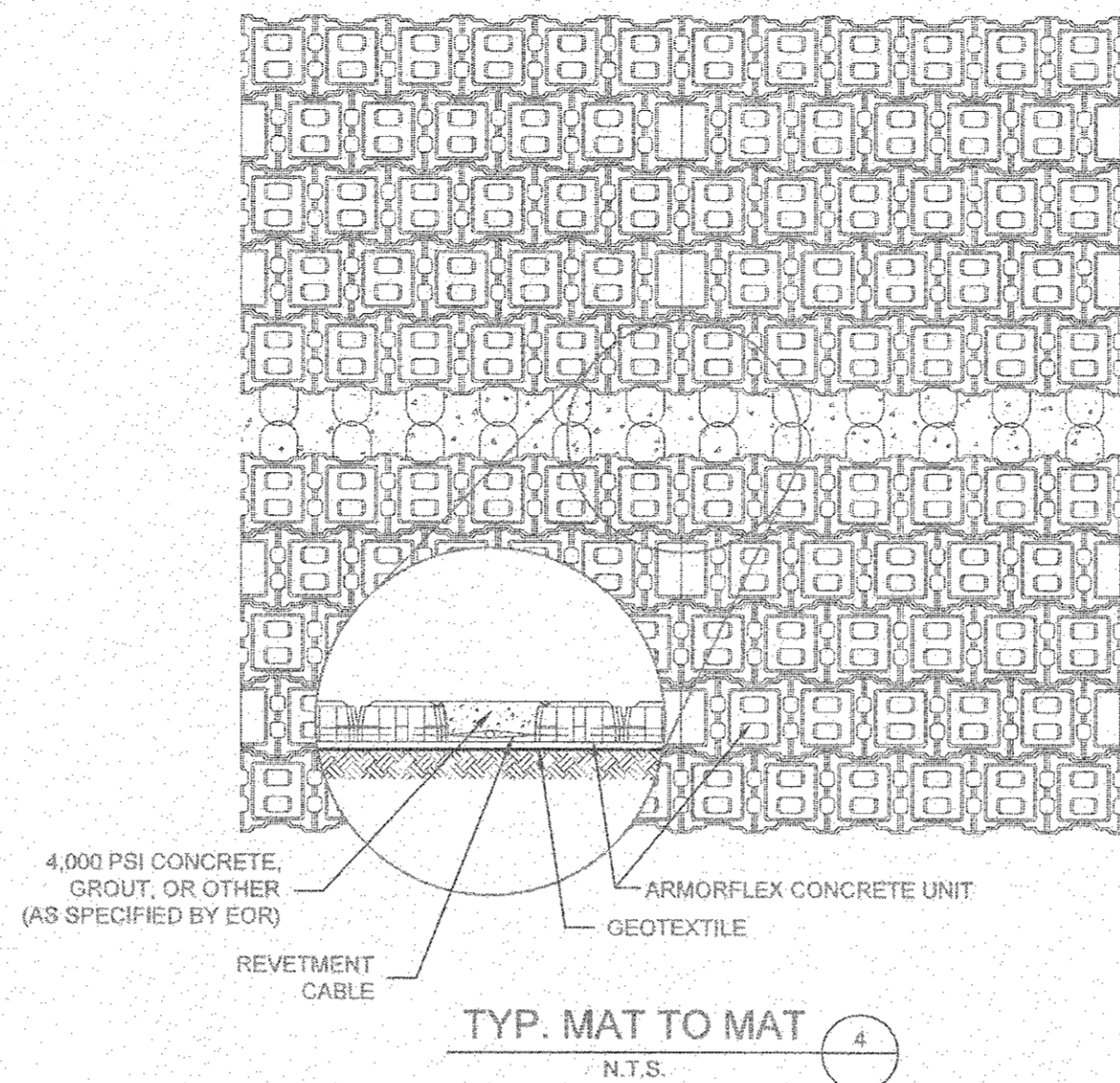
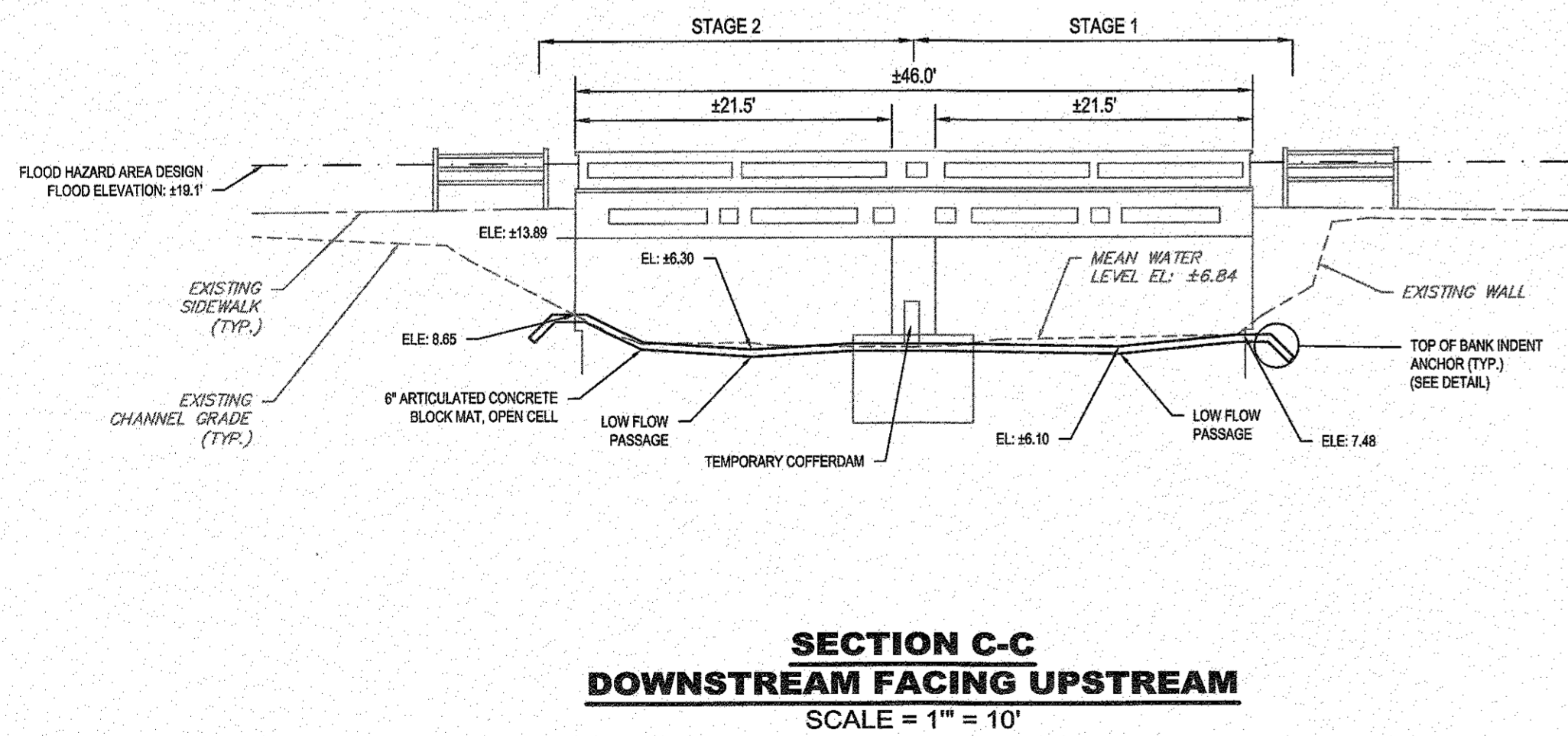
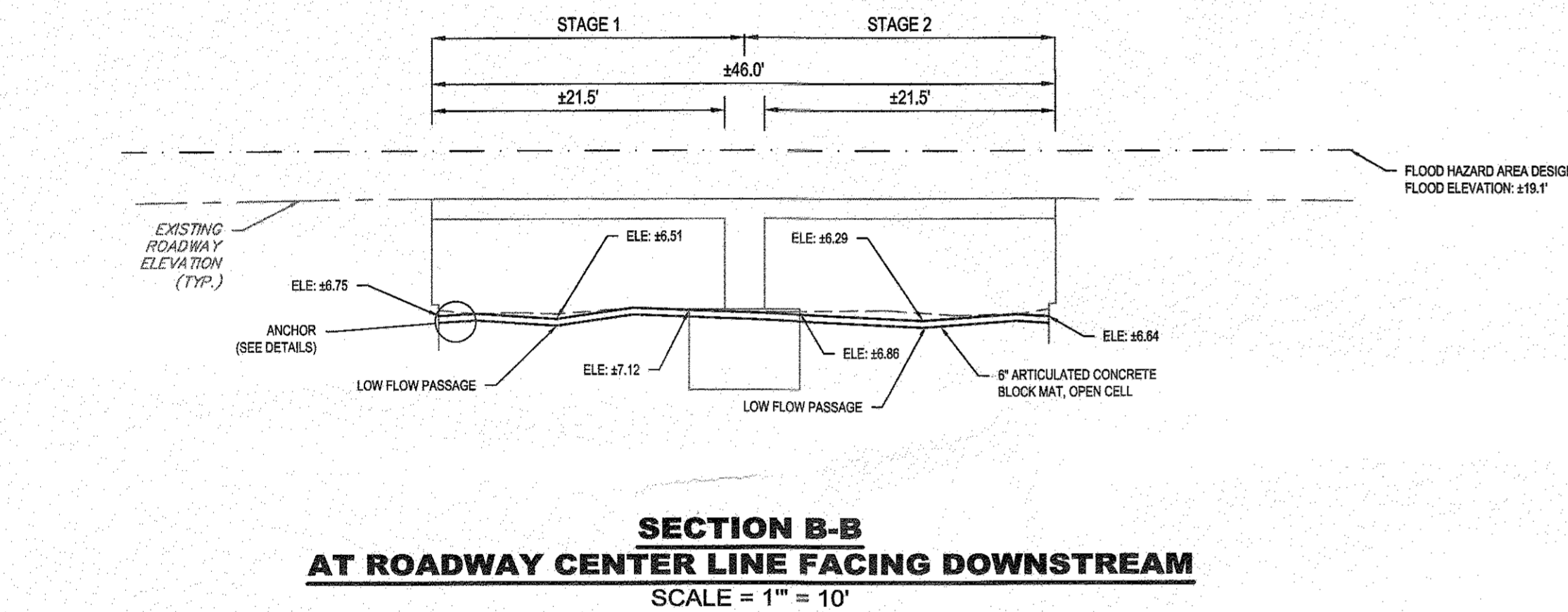
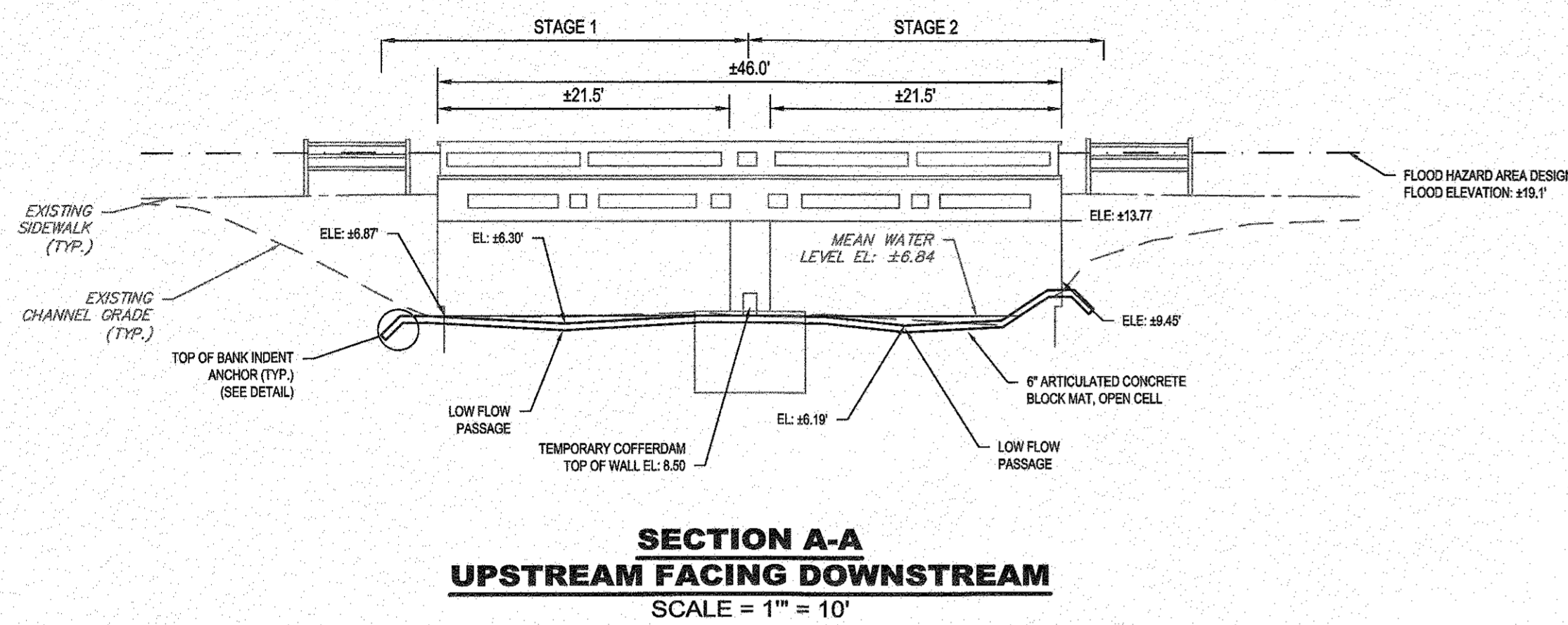
**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
PROFESSIONAL ENGINEER N.J. LICENSE NO. 38604  
PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38604  
PROFESSIONAL PLANNER N.J. LICENSE NO. 33LI0069800

**SITE PLAN**  
**CENTRAL AVENUE BRIDGE**  
**SCOUR PROTECTION**  
**CITY OF RAHWAY**

**UNION COUNTY NEW JERSEY**

DRAWN BY: ML CHECKED BY: AK PROJECT NO: UNIOCTY18.014 SHEET NO: 2.00  
DESIGNED BY: ML SCALE: 1"=50' DATE: FEBRUARY 7, 2020  
FIELD BOOK NO: PAGE: DATE: FEBRUARY 7, 2020

Stamp: APPROVED SITE PLAN



**ENVIRONMENTAL NOTES & COMMITMENTS:**

- CONSTRUCTION EQUIPMENT SHALL NOT BE WASHED IN THE WATERWAY OR IN THE AREAS IN WHICH WASH WATER WILL DRAIN INTO THE WATERWAY.
- SENSITIVE AREA - WETLANDS/STATE OPEN WATERS. THE CONTRACTOR SHALL NOT ENCRoACH UPON OR STORE ANY EQUIPMENT/VEHICLE/MATERIALS IN WETLANDS/TRANSITION AREAS/STATE OPEN WATER AREAS BEYOND THOSE APPROVED IN ANY ISSUED PERMITS OR SHOWN ON THE PLANS. THE CONTRACTOR IS PERMITTED TO BE ONLY IN THOSE WETLANDS/TRANSITION AREAS/STATE OPEN WATERS THAT ARE NECESSARY TO GAIN ACCESS TO THE WORK ZONE AS DEPICTED ON THE PLANS AND IN THE WORK ZONE ITSELF. ALL REMAINING AREAS OF WETLANDS, TRANSITION AREAS, OR STREAM ARE NOT TO BE ENCRoACHED UPON. THEREFORE, THE CONTRACTOR MUST ADHERE TO THE LOCATIONS OF THE SILT FENCE AND ADHERE TO THE LIMITS OF DISTURBANCE IN THE STREAM. IN ADDITION, STOCKPILES, VEHICLES, AND/OR EQUIPMENT SHALL NOT BE LOCATED WITHIN 50 FEET OF A SLOPE, DRAINAGE FACILITY, WETLAND, OR FLOOD PLAIN OTHER THAN THE CONSTRUCTION AREA SHOWN ON THE PLANS. ALL STOCKPILE BASES SHALL BE PROTECTED BY A HAY BALE BARRIER OR SILT FENCE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NJDOT STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL.
- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- AREAS OF TEMPORARY IMPACT SHALL BE RESTORED TO ORIGINAL CONDITION AS APPROVED BY THE RE.
- DISCHARGING OF SEDIMENT-LADEN WATER FROM DEWATERING ACTIVITIES DIRECTLY INTO THE STREAM IS PROHIBITED. DOWNSTREAM AREAS SHALL BE PROTECTED FROM EXCESS TURBIDITY DURING CONSTRUCTION.
- A DEWATERING BASIN SHALL BE INSTALLED FOR ANY IN-STREAM WORK REQUIRING DRY CONDITIONS WHERE RETURN DISCHARGES CAN RELEASE TURBID WATERS DOWNSTREAM. ALL DEWATERING REQUIRES USE OF A DEWATERING BASIN TO SETTLE OUT SUSPENDED SOLIDS. THE AREA OF RETURN DISCHARGE TO THE WATERWAY SHALL BE ENCOMPASSED BY TURBIDITY BARRIER. THE DEWATERING CONDUIT LEADING INTO THE BASIN SHALL BE FITTED

- WITH A SEDIMENT CONTROL BAG. VEGETATION AND OTHER AREAS OF TEMPORARY IMPACT, AS SHOWN ON THE PLANS, SHALL BE PRESERVED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- STREAM FLOW SHALL BE MAINTAINED AT ALL TIMES, REGARDLESS OF HOW THE CONSTRUCTION IS STAGED. FLOATING TURBIDITY BARRIER MUST BE USED. FLOATING TURBIDITY BARRIER SHALL BE TIED TO ONE BANK AND SURROUND THE IN-STREAM WORK. IF WATER IS TOO SHALLOW FOR FLOATING TURBIDITY BARRIER, USE TURBIDITY DAM INSTEAD. EARTHEN BERMS SHALL NOT BE USED AS COFFERDAMS.
- THE FOLLOWING TIMING RESTRICTIONS APPLY: IN ORDER TO PROTECT THE GENERAL GAME AND ANADROMOUS FISHERY RESOURCES IN THE SOUTH BRANCH RAHWAY RIVER FROM SEDIMENTATION, PROPOSED CONSTRUCTION ACTIVITIES ARE PROHIBITED BETWEEN APRIL 1 AND JULY 31 EACH YEAR. IN ADDITION, ANY ACTIVITY WITHIN THIS WATERCOURSE WHICH COULD INTRODUCE SEDIMENT INTO SAID RIVER OR WHICH COULD CAUSE AN INCREASE IN THE NATURAL LEVEL OF TURBIDITY IS ALSO PROHIBITED DURING THIS PERIOD. THE NJDEP RESERVES THE RIGHT TO SUSPEND ALL REGULATED ACTIVITIES ON SITE SHOULD IT BE DETERMINED THAT PROPER PRECAUTIONS HAVE NOT BEEN TAKEN TO ENSURE CONTINUOUS COMPLIANCE WITH THIS CONDITION.
- ANY CHANGES TO PERMIT RELATED WORK WILL REQUIRE NJDEP APPROVAL.
- ANY EXCAVATED MATERIAL THAT WILL NOT BE USED AS BACKFILL MUST BE DISPOSED OF IN A LAWFUL MANNER OUTSIDE THE LIMITS OF ANY REGULATED FLOODPLAIN, OPEN WATER, FRESHWATER WETLAND OR ADJACENT TRANSITION AREAS. DISPOSAL SHALL BE CONDUCTED IN SUCH A WAY AS TO NOT INTERFERE WITH THE POSITIVE DRAINAGE OF THE RECEIVING AREA.
- A COPY OF THE PERMIT(S) SHALL BE KEPT AT THE WORK SITE AND SHALL BE EXHIBITED UPON REQUEST OF ANY PERSON.
- DURING THE COURSE OF THE CONSTRUCTION, NEITHER THE APPLICANT NOR ITS AGENT SHALL CAUSE OR PERMIT ANY UNREASONABLE INTERFERENCE WITH THE FREE FLOW OF THE STREAM BY PLACING OR DUMPING ANY MATERIALS, EQUIPMENT, DEBRIS, OR STRUCTURES WITHIN OR ADJACENT TO THE STREAM CORRIDOR. UPON COMPLETION OR ABANDONMENT OF THE WORK, THE APPLICANT AND/OR ITS AGENTS SHALL REMOVE AND DISPOSE OF IN A LAWFUL MANNER ALL EXCESS MATERIALS, EQUIPMENT AND DEBRIS FROM THE STREAM CORRIDOR AND ADJACENT AREAS.

- ALL TERMS AND CONDITIONS OF NJDEP PERMITS/WAIVERS SHALL BE ADHERED TO.
- ANY DISTURBED AREA THAT WILL BE LEFT EXPOSED FOR MORE THAN 30 DAYS, SHALL IMMEDIATELY RECEIVE TEMPORARY SEEDING AND STRAW MULCHING (SEE SOIL EROSION AND SEDIMENT CONTROL NOTES).
- THE DEWATERING BASIN FOR ALL CONSTRUCTION ACTIVITIES IN THE STREAM SHALL BE CONSTRUCTED WITHIN RIGHT OF WAY.
- NATURAL SUBSTRATE FROM THE AREA OF DISTURBANCE SHALL BE UTILIZED TO FILL VOIDS WITHIN THE ARTICULATED CONCRETE BLOCK MATS. VOIDS SHALL BE FILLED FLUSH WITH THE TOP OF MATS AFTER PLACING THE CONCRETE BETWEEN THE ACB MAT ENDS. LARGER STONES FROM THE NATURAL STREAM BED MATERIAL SHALL BE EMBEDDED RANDOMLY IN THE CONCRETE SURFACE, AVOIDING THE LOW-FLOW AREA.
- NO RAW CONCRETE SHALL COME IN CONTACT WITH THE WATER. CONCRETE MUST CURE FOR A MINIMUM OF 7 DAYS PRIOR TO WATER FLOW OVER THE CONCRETE. ANY GROUT/CONCRETE THAT COMES IN CONTACT WITH THE WATER MUST BE REMOVED IMMEDIATELY. NO PUMP WATER FROM GROUT/CONCRETE OPERATIONS MAY BE DISCHARGED DIRECTLY TO THE WATER BODY. ALL PUMPED WATER SHALL BE DISCHARGED TO A HOLDING TANK AND DISPOSED OF PROPERLY.
- CONCRETE DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH 201.03.08 OF THE STANDARD SPECIFICATIONS AND SHALL NOT BE USED IN THE CONSTRUCTION OF EMBANKMENTS

**SITE RESTORATION OF DISTURBED AREA NOTES**

- ALL VEGETATED AREAS WITHIN THE DISTURBED LIMITS OF THE PROJECT SHALL RECEIVE TOPSOIL, FERTILIZER, HYDRO-SEEDING AND MULCH. ALL SEEDED AREAS SHALL BE MULCHED WITH SALT HAY, PENN MULCH, OR APPROVED EQUAL. SEE NATIVE MEADOW SEED MIX DETAIL FOR RESTORATION SEED MIXTURE.
- TOPSOIL SHALL BE SCREENED TOPSOIL SHALL CONTAIN NO STONES, LUMPS, ROOTS, OR SIMILAR OBJECTS LARGER THAN 1/2 INCH IN ANY DIMENSION, AND SHALL HAVE A PH VALUE OF NOT LESS THAN 5.8. WHEN THE PH VALUE OF THE TOPSOIL IS LESS THAN 5.8, IT SHALL BE INCREASED BY APPLYING GROUND LIMESTONE AT A RATE NECESSARY TO ATTAIN A PH VALUE OF 5.8. TOPSOIL SHALL BE INSPECTED AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER PRIOR TO PLACEMENT. ANY TOPSOIL IMPORTED FOR CONSTRUCTION SHALL BE CERTIFIED CLEAN. WHEN THE ORGANIC CONTENT OF THE TOPSOIL FURNISHED FROM SOURCES OUTSIDE THE LIMITS OF THE PROJECT IS LESS THAN 2.75 PERCENT, IT SHALL BE INCREASED BY ADDING PEAT AT A RATE NECESSARY TO ATTAIN THIS MINIMUM ORGANIC CONTENT. THE ORGANIC CONTENT OF SOILS SHALL BE DETERMINED BY THE LABORATORY USING THE CHROMIC ACID TITRATION METHOD, AS DESCRIBED IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CIRCULAR 757. ALL LABORATORY TESTING REPORTS SHALL BE SUBMITTED TO THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THE GRADATION OF THE TOPSOIL FURNISHED FROM SOURCES OUTSIDE THE LIMITS OF THE PROJECT SHALL BE DETERMINED BY THE LABORATORY, USING THE BUJOUYCOS HYDROMETER ANALYSIS CONFORMING TO THE REQUIREMENTS OF CURRENT A.A.S.H.O. DESIGNATION T88.
- CONTRACTOR SHALL WATER SEEDED AREAS DAILY AND AS REQUIRED TO ESTABLISH NEW TURF/MEADOW LAWN AREAS.

**WATERWAY STAGING AND DIVERSION NOTES:**

- STREAM DIVERSION STAGES 1 AND 2 CAN BE DONE IN ANY ORDER.
- THE TOP OF COFFERDAM SHALL NOT EXCEED EL. 8.50
- UPSTREAM AND DOWNSTREAM SECTIONS DEPICT THE FINAL CONSTRUCTED ACBM.

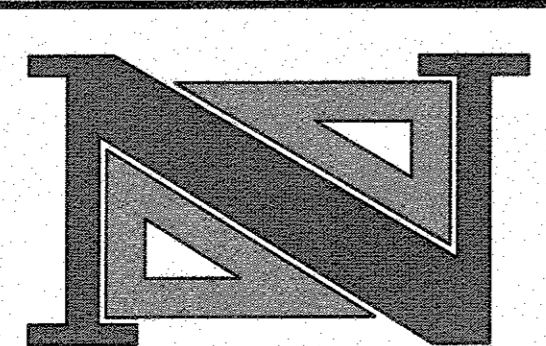
**GENERAL NOTES:**

- SEE CONSTRUCTED NOTES FOR ARTICULATED CONCRETE BLOCK MAT (ACBM) DETAILS.
- BACKFILL WITH SUITABLE EXCAVATED ON SITE MATERIAL OR COARSE AGGREGATE STONE, SIZE NO.57 AS DIRECTED BY THE RE.
- REFER TO SHEET NO. 3 FOR LOCATION OF THE TEMPORARY COFFERDAMS.

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CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA27927000

REVISIONS			
NO.	DATE	DESCRIPTION	



**ANTHONY KURUS, P.E., P.P.**  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 46446

**NEGLIA ENGINEERING ASSOCIATES**  
34 PARK AVENUE  
LYNDHURST, NEW JERSEY  
TEL: 201-939-8805  
FAX: 201-939-0846  
E-MAIL: NEA@NEGLIAENGINEERING.COM

**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 38604

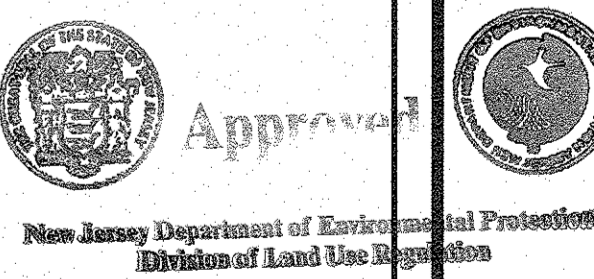
PROFESSIONAL LAND SURVEYOR  
N.J. LICENSE NO. 38604

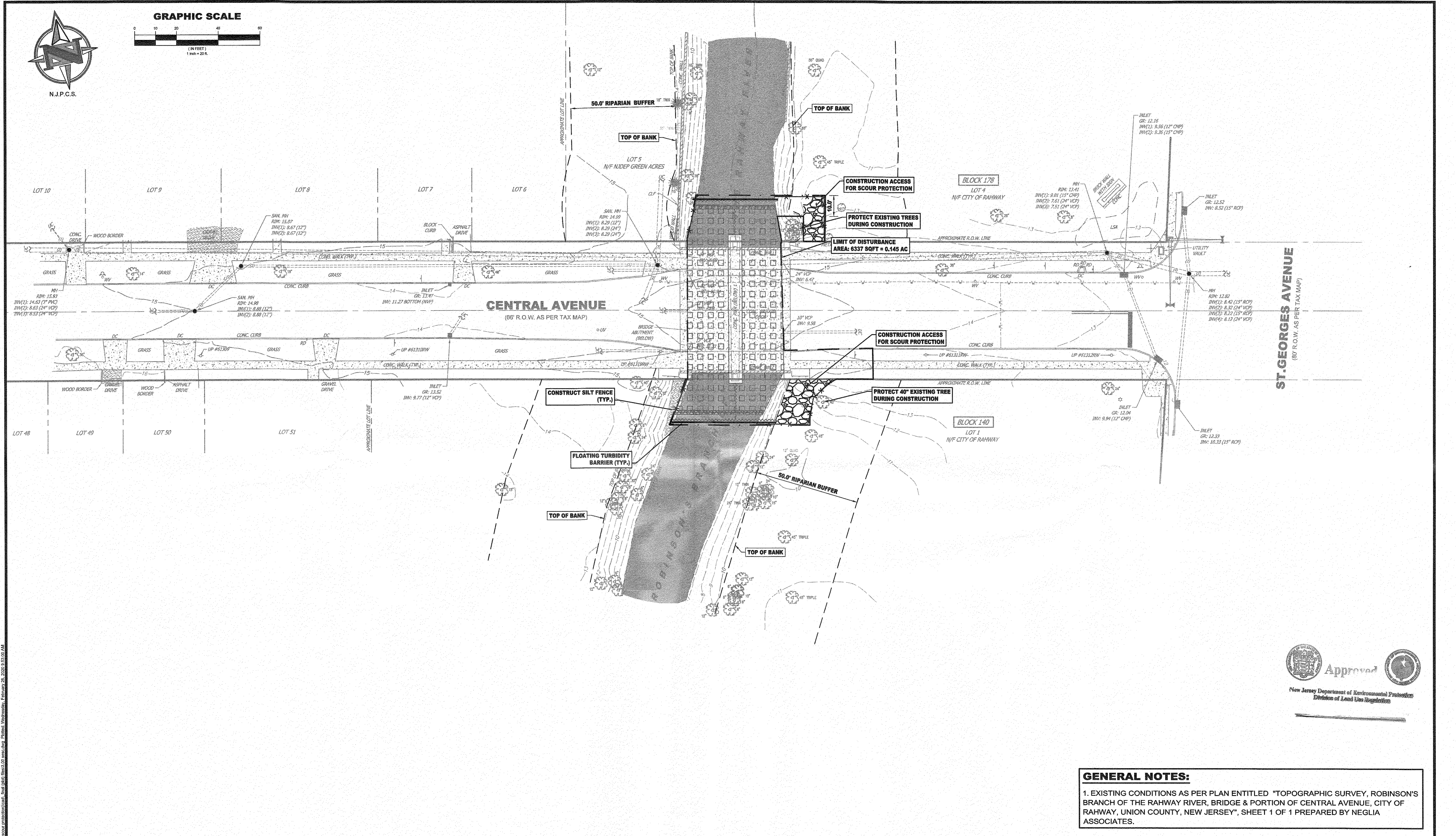
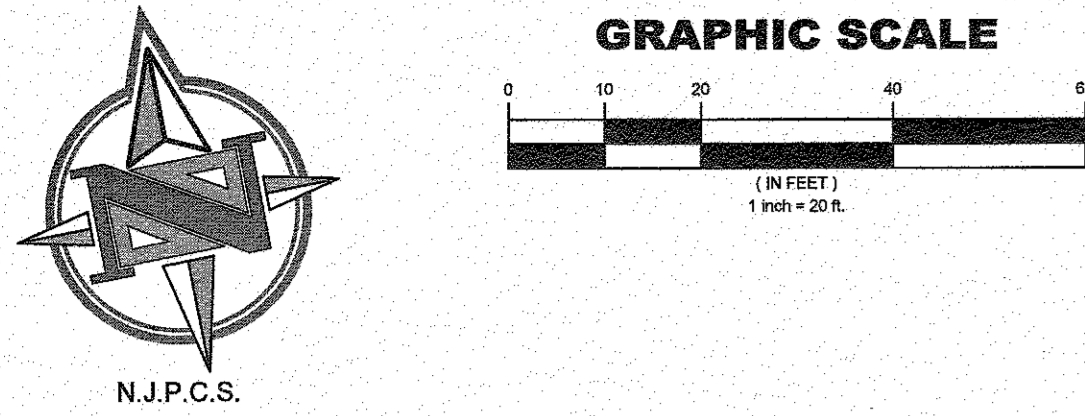
PROFESSIONAL PLANNER  
N.J. LICENSE NO. 33LJ00596800

**BRIDGE CROSS SECTIONS & DETAILS**  
**CENTRAL AVENUE BRIDGE**  
**SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

DESIGNED BY: ML  
CHECKED BY: AK  
SCALE: NTS  
PAGE: 1

PROJECT NO.: UNIOCTY18.014  
SHEET NO.: 2.01  
DATE: FEBRUARY 7, 2020



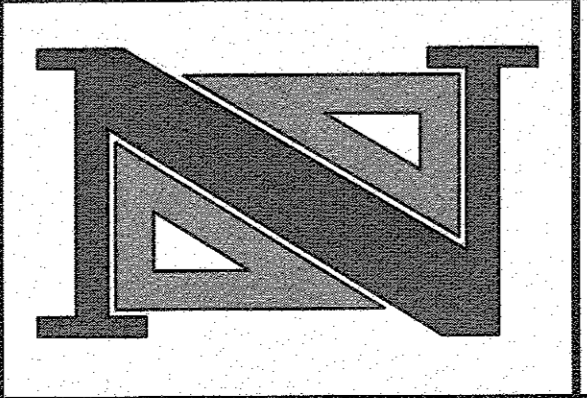


**GENERAL NOTES:**

1. EXISTING CONDITIONS AS PER PLAN ENTITLED "TOPOGRAPHIC SURVEY, ROBINSON'S BRANCH OF THE RAHWAY RIVER, BRIDGE & PORTION OF CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY", SHEET 1 OF 1 PREPARED BY NEGLIA ASSOCIATES.

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REVISIONS				
NO.	DATE	DESCRIPTION	DRAWN	CHECKED



**ANTHONY KURUS, P.E., P.P.**  
 PROFESSIONAL ENGINEER  
 N.J. LICENSE NO. 49445

*[Signature]*

A PROJECT OF  
**NEGLIA ENGINEERING ASSOCIATES**  
 34 PARK AVENUE NEW JERSEY  
 TEL: 201-939-8805 LYNDHURST FAX: 201-939-0846 E-MAIL: NEA@NEGLIAENGINEERING.COM

**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
 PROFESSIONAL ENGINEER N.J. LICENSE NO. 38904  
 PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38904  
 PROFESSIONAL PLANNER N.J. LICENSE NO. 33100569800

**SOIL EROSION AND SEDIMENT CONTROL PLAN**  
**CENTRAL AVENUE BRIDGE**  
**SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

DRAWN BY: ML CHECKED BY: JK PROJECT NO: UNIOCTY18.014 SHEET NO: 3.00  
 DESIGNED BY: ML SCALE: 1" = 20' FIELD BOOK NO.: DATE: FEBRUARY 7, 2020

C:\Users\mjk\Documents\2018\180214 Central Avenue Bridge Scour Protection.dwg, Wednesday, February 28, 2020 9:53:52 AM

## HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SOIL EROSION & SEDIMENT CONTROL NOTES

- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL" 7TH EDITION LAST REVISED JULY 2017, EFFECTIVE DECEMBER 2017. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- SOIL TO BE EXPOSED OR STOCKPILED FOR A PERIOD OF GREATER THAN 14 DAYS, AND NOT UNDER ACTIVE CONSTRUCTION, MAY BE REQUIRED TO BE TEMPORARILY MULCHED, AND SEEDED OR OTHERWISE PROVIDED WITH VEGETATIVE COVER AS PER APPENDIX A3. THIS TEMPORARY COVER SHALL BE MAINTAINED UNTIL SUCH TIME WHEREBY PERMANENT RESTABILIZATION IS ESTABLISHED.
- SEEDING DATES:** THE FOLLOWING SEEDING DATES ARE RECOMMENDED TO BEST ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEPCSD: SPRING - 3/15-5/15 AND FALL - 8/15-10/1
- SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY ONE OF THE PRACTICES ACCEPTED IN THE STANDARDS, AND PROTECTION SHALL REMAIN UNTIL PERMANENT STABILIZATION HAS BEEN ESTABLISHED. STORM DRAINAGE OUTLET POINTS SHALL BE PROTECTED AS REQUIRED BEFORE THEY BECOME FUNCTIONAL.
- MULCH MATERIALS SHALL BE UN-ROTTED SMALL GRAIN STRAW APPLIED AT THE RATE OF 70 TO 90 POUNDS PER 1,000 SQUARE FEET AND ANCHORED WITH A MULCH ANCHORING TOOL, LIQUID MULCH BINDERS, OR NETTING TIE DOWN. OTHER SUITABLE MATERIALS MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.
- ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
- THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT WILL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (962) 333-4507 OR EMAIL - [INFORMATION@HEPCSD.ORG](mailto:INFORMATION@HEPCSD.ORG)
- THE APPLICANT MUST OBTAIN A DISTRICT ISSUED REPORT-OF-COMPLIANCE PRIOR TO APPLYING FOR THE CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FROM THE RESPECTIVE MUNICIPALITY, L.J. DCA OR ANY OTHER CONTROLLING AGENCY. CONTACT THE DISTRICT AT 962-333-4507 TO REQUEST A FINAL INSPECTION, GIVING ADVANCED NOTICE UPON COMPLETION OF THE RESTABILIZATION MEASURES. A PERFORMANCE DEPOSIT MAY BE POSTED WITH THE DISTRICT WHEN WINTER WEATHER OR SNOW COVER PROHIBITS THE PROPER APPLICATION OF SEED, MULCH, FERTILIZER OR HYDRO-SEED.**
- PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT UTILIZE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS THE RUNOFF IS DIRECTED TO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT BASIN. WATER PUMPED OUT OF THE EXCAVATED AREAS CONTAINS SEDIMENTS THAT MUST BE REMOVED PRIOR TO DISCHARGING TO RECEIVING BODIES OF WATER USING REMOVABLE PUMPING STATIONS, SLUMP PITS, PORTABLE SEDIMENTATION TANKS AND/OR SILT CONTROL BAGS.
- ALL SURFACES HAVING LAWN OR LANDSCAPING AS FINAL COVER ARE TO BE PROVIDED TOPSOIL PRIOR TO RE-SEEDING, SODDING OR PLANTING. A DEPTH OF 5.0 INCHES, FIRMED IN PLACE, IS REQUIRED, AS PER THE STANDARDS FOR TOPSOILING AND LAND GRADING, EFFECTIVE DECEMBER 2017.
- ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
- A CRUSHED STONE WHEEL CLEANING TRACKING-PAD IS TO BE INSTALLED AT ALL SITE EXITS USING 2 1/2"-1" CRUSHED ANGULAR STONE (ASTM 2 OR 3) TO A MINIMUM LENGTH OF 50 FEET AND MINIMUM DEPTH OF 6". ALL DRIVEWAYS MUST BE PROVIDED WITH CRUSHED STONE UNTIL PAVING IS COMPLETE.
- STEEP SLOPES INCURRING DISTURBANCE MAY REQUIRE ADDITIONAL STABILIZATION MEASURES. THESE "SPECIAL" MEASURES SHALL BE DESIGNED BY THE APPLICANT'S ENGINEER AND BE APPROVED BY THE SOIL CONSERVATION DISTRICT.
- THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THE PROJECT OR FOR THE SALE OF INDIVIDUAL LOTS. NEW OWNERS' INFORMATION SHALL BE PROVIDED. ADDITIONAL MEASURES DEEMED NECESSARY BY DISTRICT OFFICIALS SHALL BE IMPLEMENTED AS CONDITIONS WARRANT.

### INLET PROTECTION STANDARDS

- DEFINITION**  
A TEMPORARY BARRIER AND SETTLING FACILITY INSTALLED AT A STORM SEWER INLET.
- PURPOSE**  
THE PURPOSE OF STORM SEWER INLET PROTECTION IS TO INTERCEPT AND RETAIN SEDIMENT, THUS PREVENTING THE ENTRANCE OF SEDIMENT INTO THE STORM SEWER SYSTEM.
- CONDITIONS WHERE PRACTICE APPLIES**
- CONTRIBUTING DRAINAGE AREA IS 3 ACRES OR LESS.
  - A STORM SEWER OR THE OUTLET CHANNEL OF A STORM SEWER NEEDS PROTECTION FROM SEDIMENT.
  - TRAFFIC WILL NOT DESTROY OR CAUSE CONSTANT MAINTENANCE OF THE STORM SEWER INLET PROTECTION.
  - A TRAFFIC HAZARD WILL NOT BE CREATED.
  - A FLOODING PROBLEM WILL NOT BE CREATED.

**WATER QUALITY ENHANCEMENT**

THE PRIMARY BENEFIT TO WATER QUALITY IS REMOVAL OF SEDIMENT FROM STORMWATER RUNOFF PRIOR TO ENTERING THE STORM SEWER SYSTEM. AS AN ADDED BENEFIT, OTHER FLOATABLE DEBRIS, SUCH AS VEGETATIVE MATTER AND LITTER MAY ALSO BE FILTERED OUT OF THE RUNOFF.

- DESIGN CRITERIA**
- THE FOLLOWING APPLIES TO ALL METHODS OF STORM SEWER INLET PROTECTION:
- MUST SLOW THE STORM WATER, PROVIDE THE COARSE SEDIMENT PARTICLES A CHANCE TO SETTLE, AND PROVIDE AN AREA TO RETAIN THE PARTICLES THAT HAVE SETTLED.
  - IN ALL CASES, THE INLET PROTECTION SHOULD NOT COMPLETELY CLOSE OFF THE INLET.
  - THE PROTECTION DEVICE WILL BE DESIGNED TO CAPTURE OR FILTER RUNOFF FROM THE 1 YEAR, 24 HOUR STORM EVENT AND SHALL SAFELY CONVEY HIGHER FLOWS DIRECTLY INTO THE STORM SEWER SYSTEM.

OTHER METHODS THAT ACCOMPLISH THE PURPOSE OF STORM SEWER INLET PROTECTION MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.

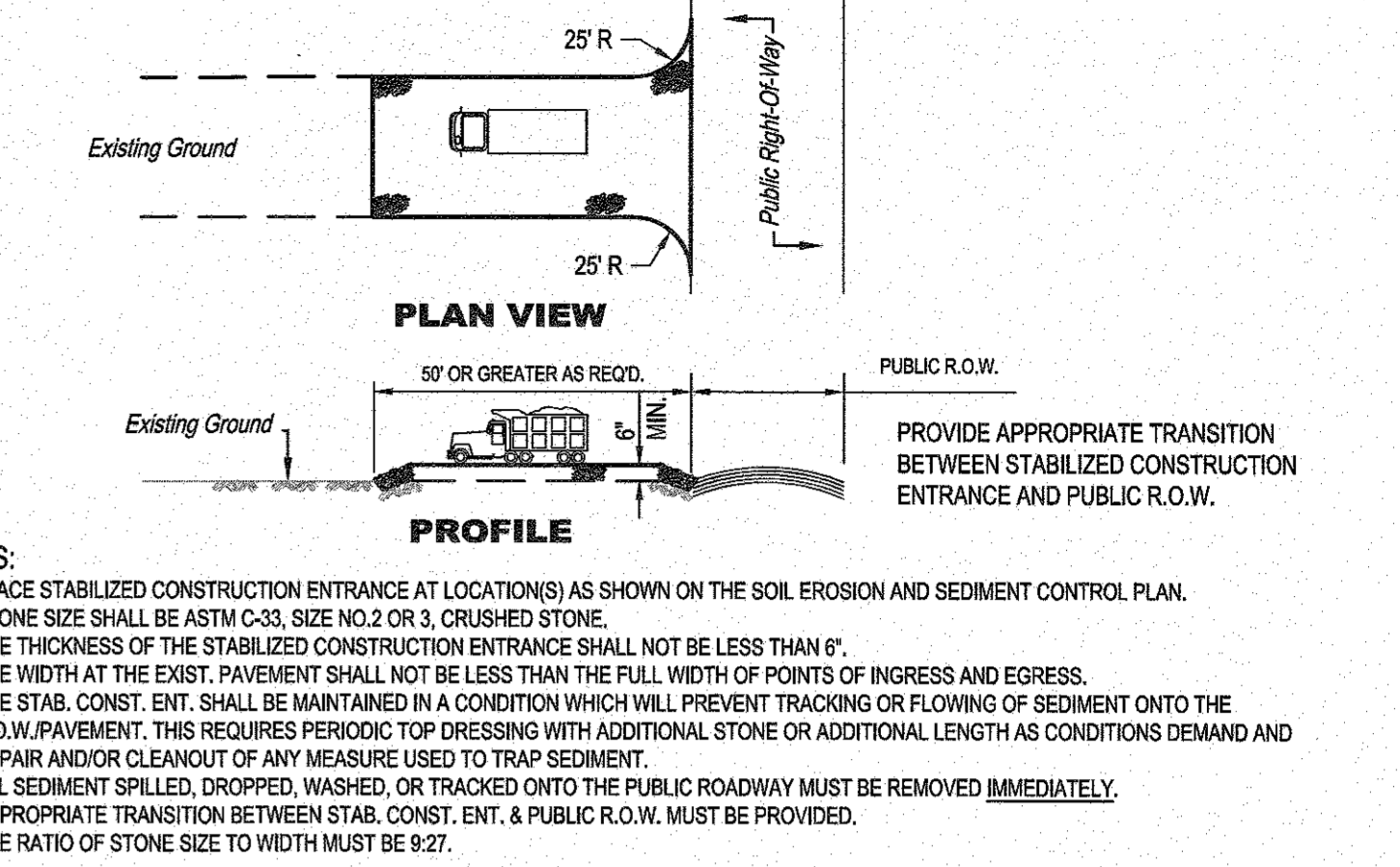
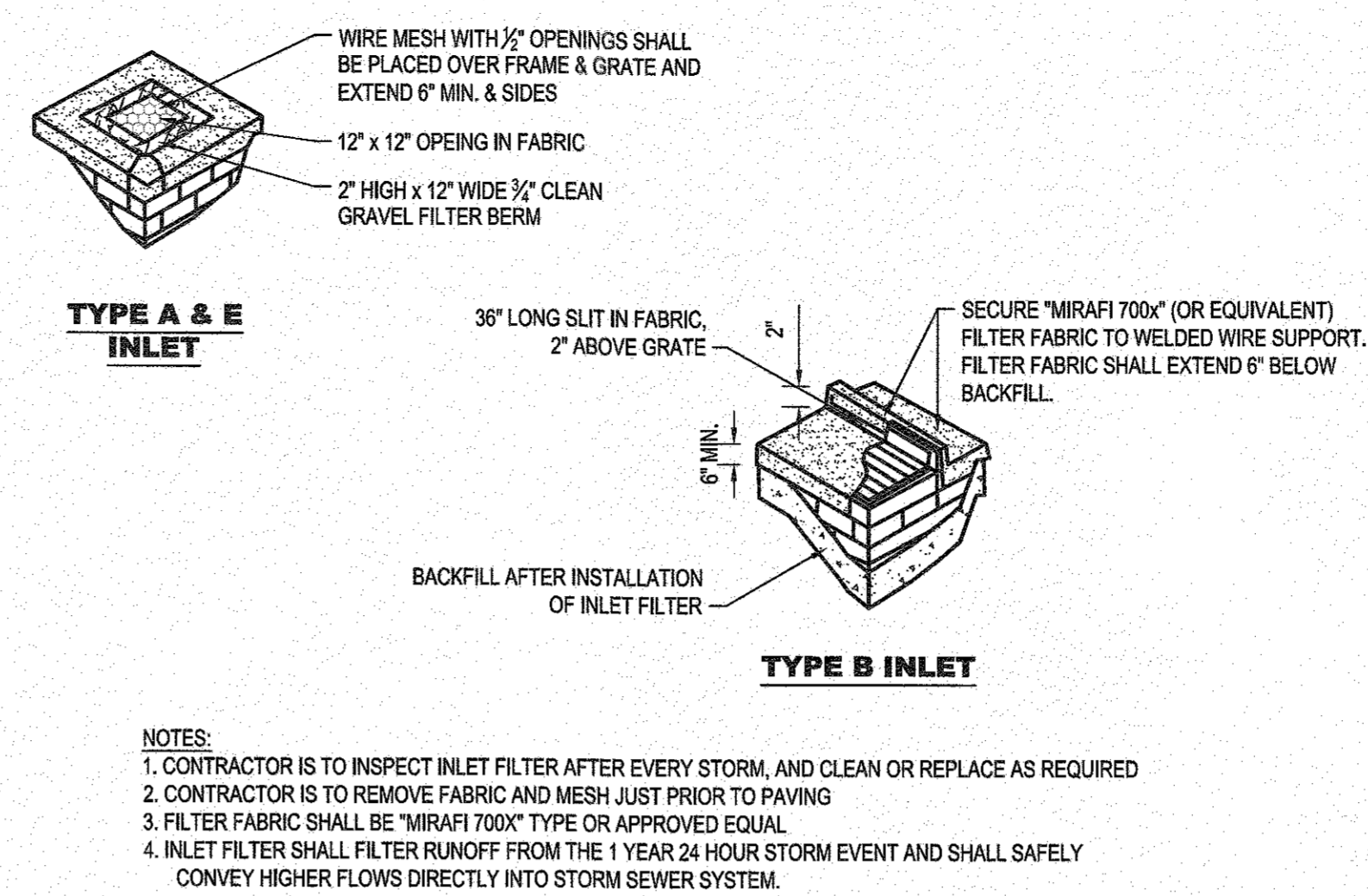
INSPECTIONS SHALL BE FREQUENT, MAINTENANCE, REPAIR, AND REPLACEMENT SHALL BE MADE PROMPTLY, AS NEEDED. THE BARRIER SHALL BE REMOVED WHEN THE AREA DRAINING TOWARD THE INLET HAS BEEN STABILIZED.

Table 4-3  
PERMANENT VEGETATIVE MIXTURES, PLANTING RATES AND PLANTING DATES

SEED MIXTURE #	PLANTING RATE <sup>1</sup>	PLANTING DATES												REMARKS	
		O = Optimal Planting period A = Acceptable Planting period													
		Zone 1a (S)			Zone 1b (S)			Zone 2 (S)			Zone 3 (S)				
11. Deerington Meadow Wild (w/ Dandelion)	25	0	0	0	0	0	0	0	0	0	0	0	0	C-D	Native wetland
12. Tall Grass (w/ Topsoil)	10	0	0	0	0	0	0	0	0	0	0	0	0	C-D	Wetland habitat
13. Hard meadow	25	0	0	0	0	0	0	0	0	0	0	0	0	C-D	Filter and use for common areas
14. Tall grass (w/ Topsoil)	10	0	0	0	0	0	0	0	0	0	0	0	0	C-D	Use as meadow
15. Hard meadow	25	0	0	0	0	0	0	0	0	0	0	0	0	A-C	Common area

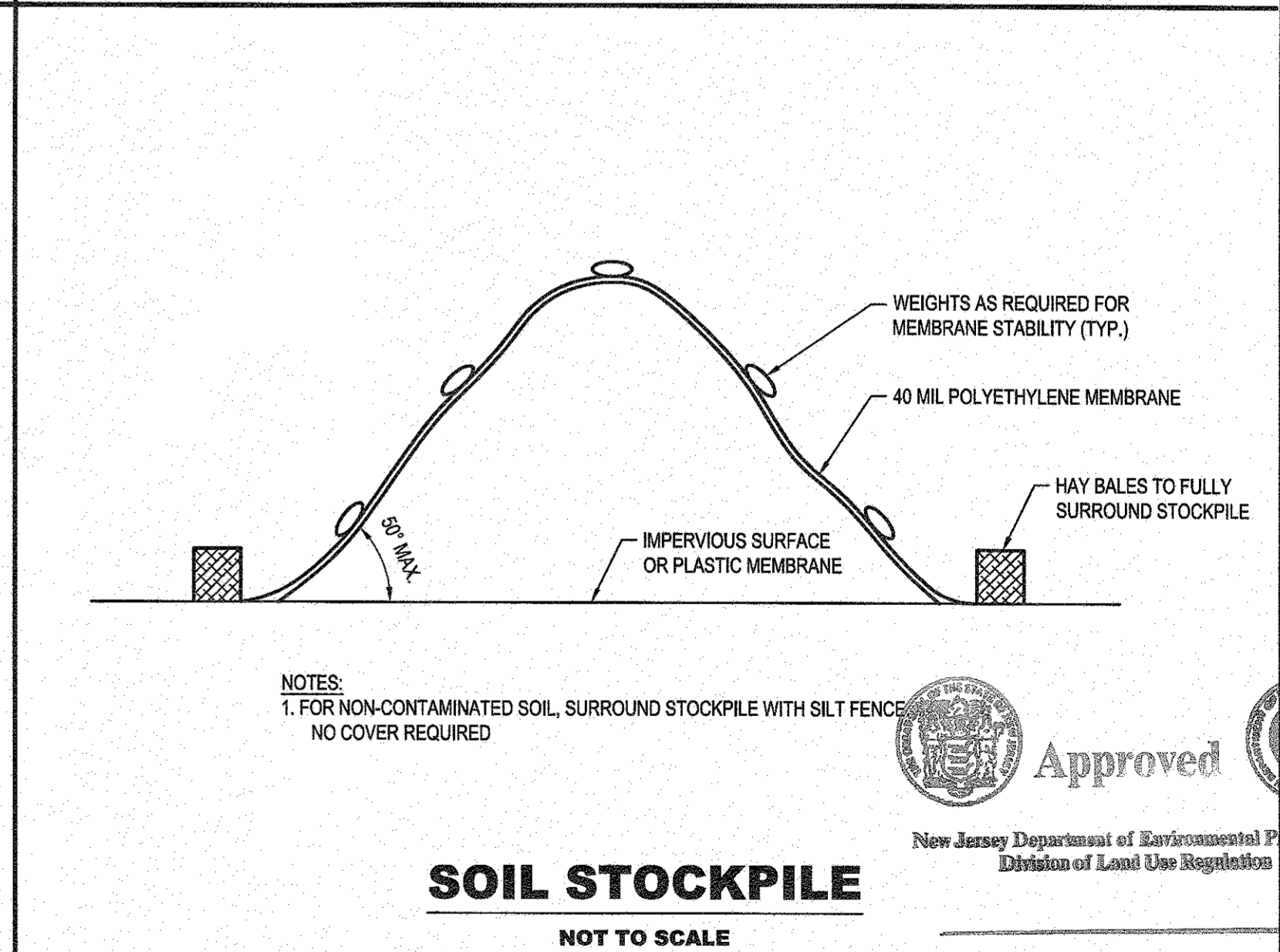
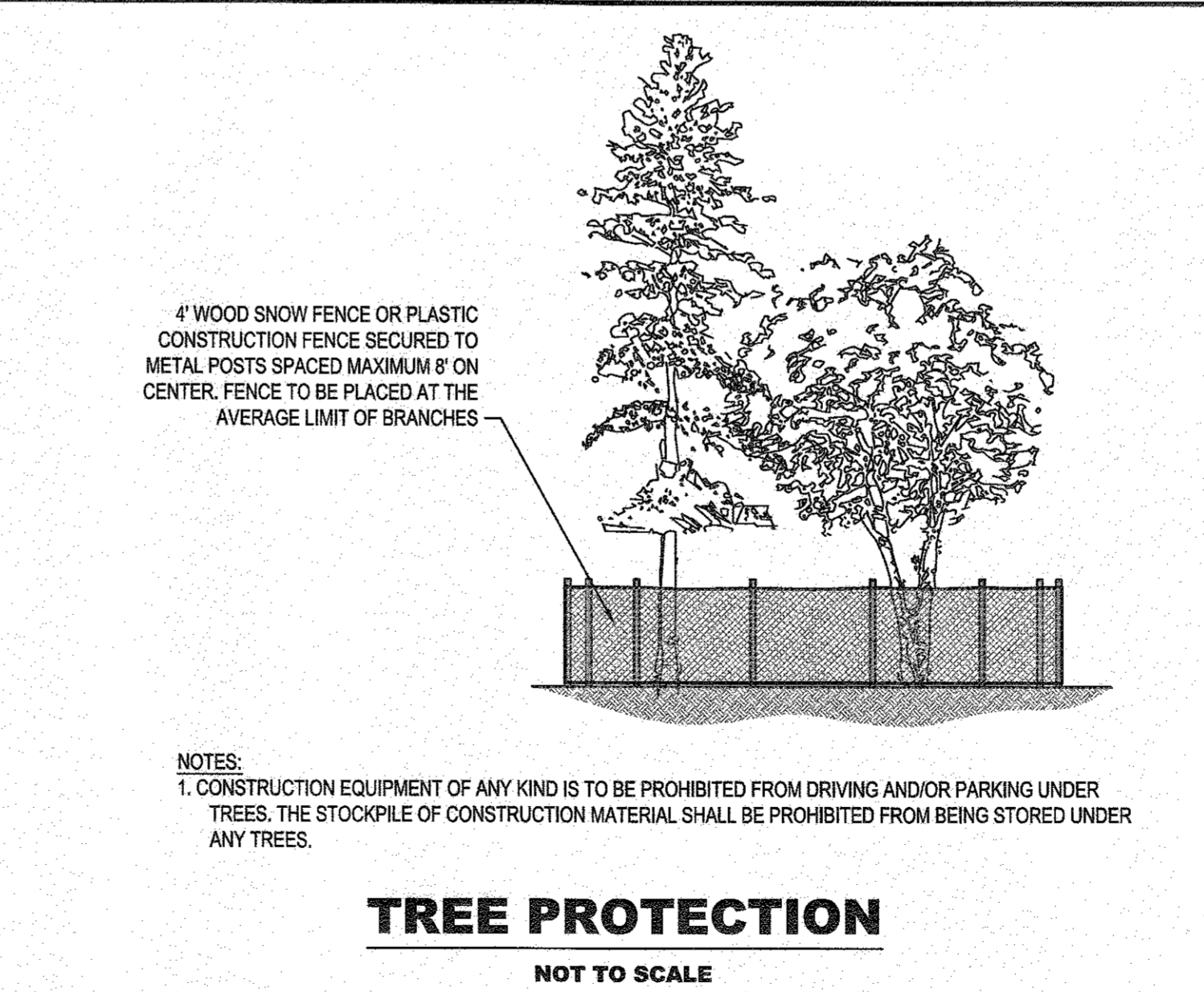
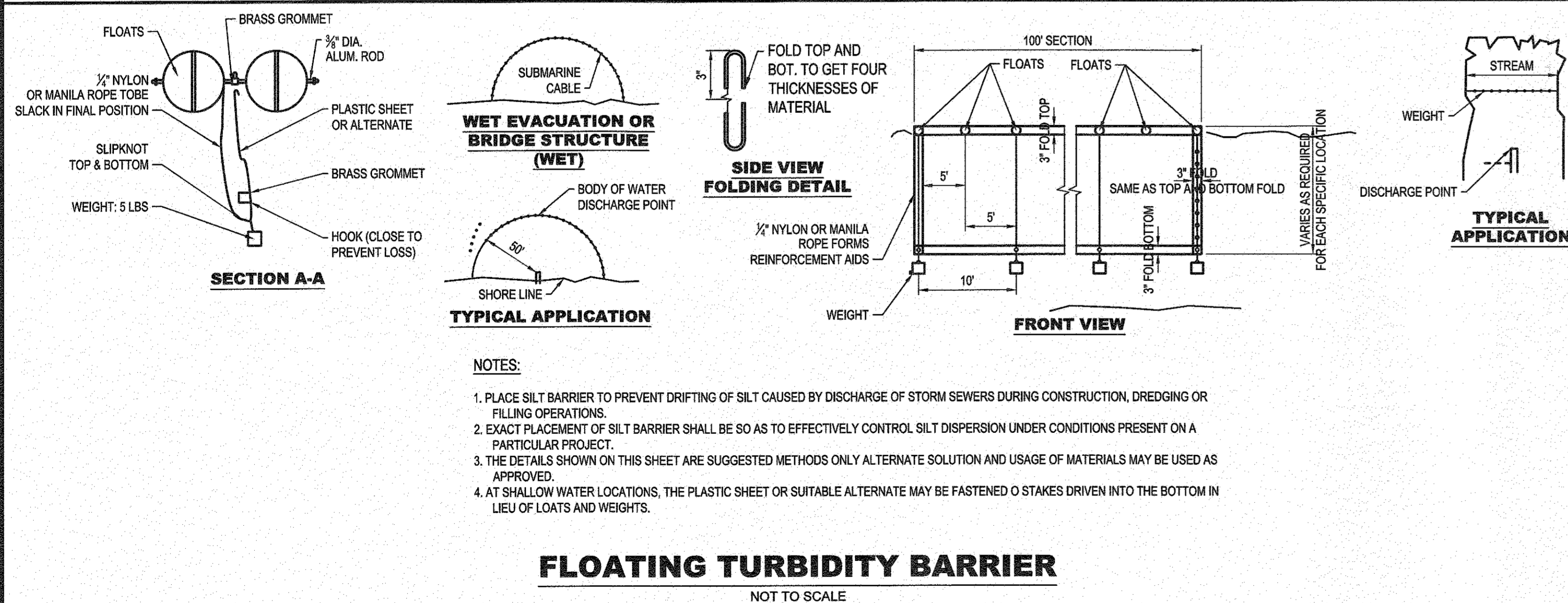
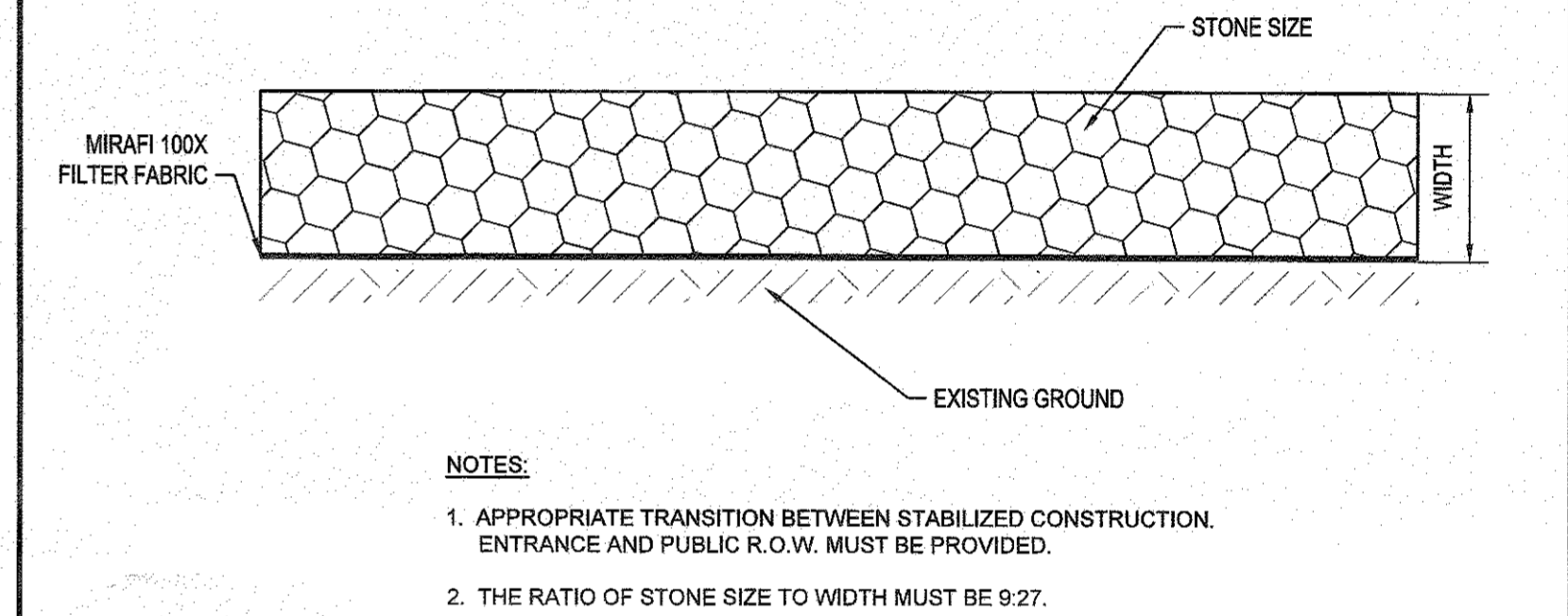
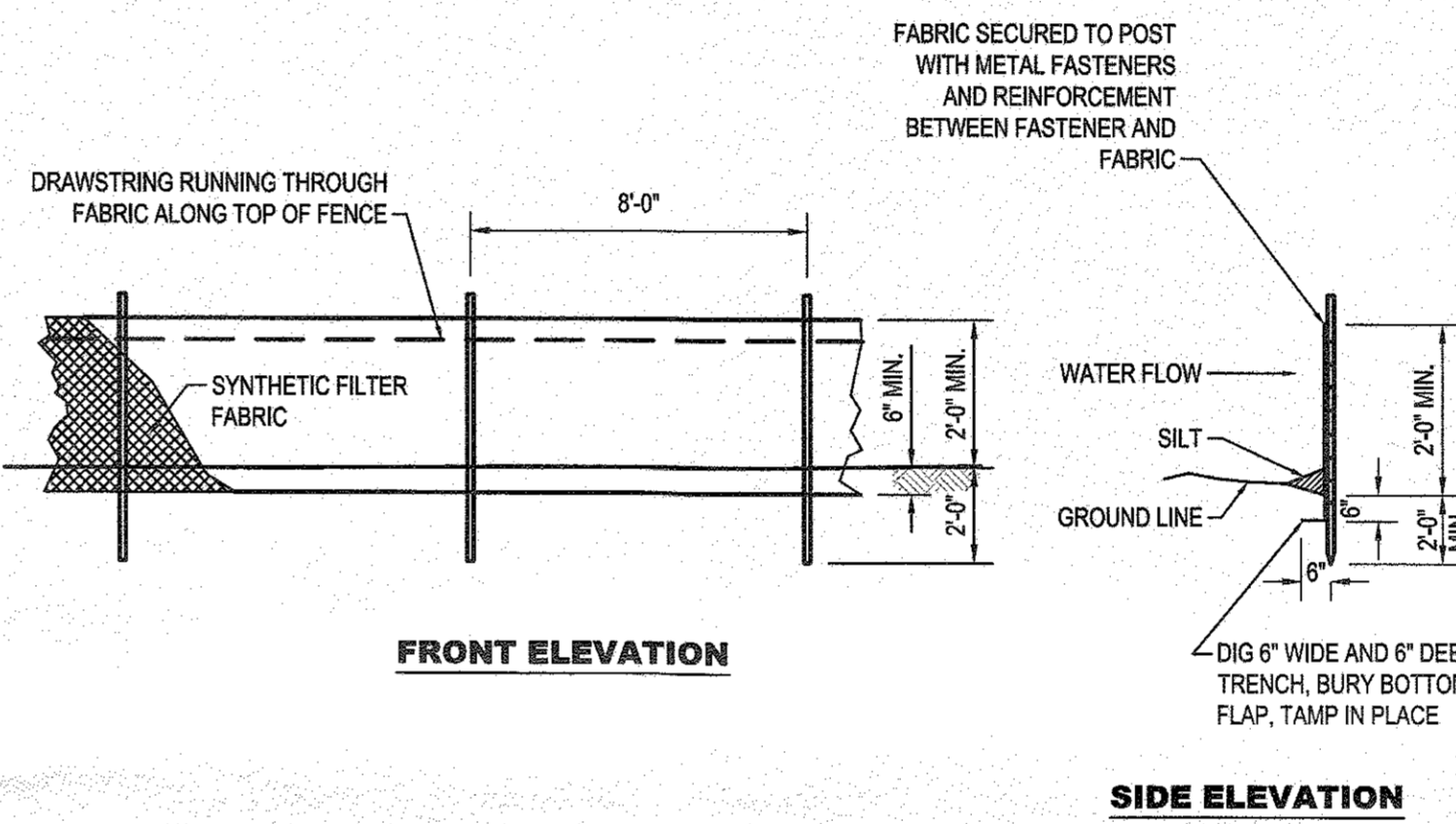
**1. SEED MIXTURE SHALL BE MIXTURE 11 OR APPROVED EQUAL SUITABLE FOR WET AREAS.**

**NATIVE MEADOW SEED MIX**  
NOT TO SCALE



PERCENT SLOPE OF ROADWAY	LENGTH OF STONE REQUIRED	
	COARSE GRAINED SOILS	FINE GRAINED SOILS
0 TO 2%	50 FT.	100 FT.
2 TO 5%	100 FT.	200 FT.
>5%	ENTIRE SURFACE STABILIZED WITH FABC BASE COURSE*	

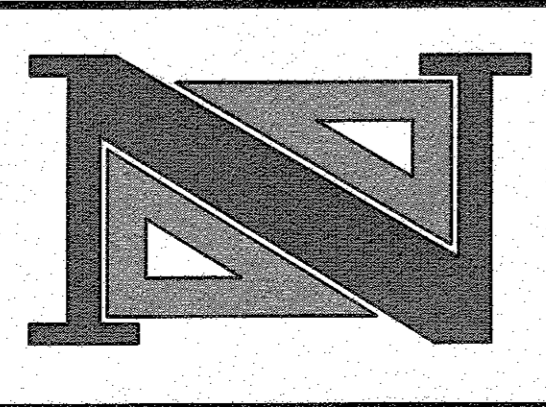
\* AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER GOVERNING AUTHORITY.



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CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA27927000

REVISIONS		DRAWN	DESIGNED	CHECKED
NO.	DATE			



**ANTHONY KURUS, P.E., P.P.**  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 49445

**NEGLIA ENGINEERING ASSOCIATES**  
A PROJECT OF  
34 PARK AVENUE  
LYNDHURST, NEW JERSEY  
TEL: 201-939-8805 FAX: 201-939-0846 E-MAIL: NEA@NEGLIAENGINEERING.COM

**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
PROFESSIONAL ENGINEER N.J. LICENSE NO. 38904  
PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38604  
PROFESSIONAL PLANNER N.J. LICENSE NO. 33100598800

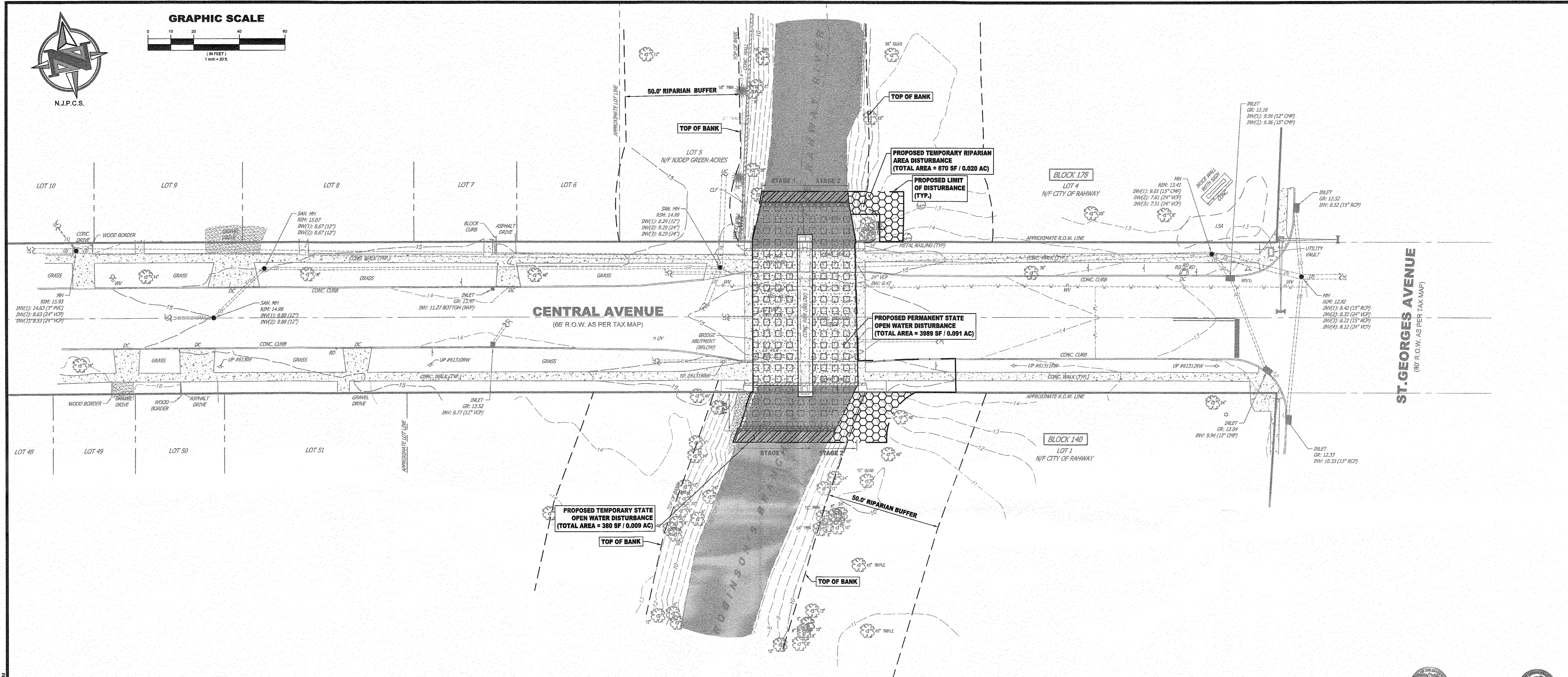
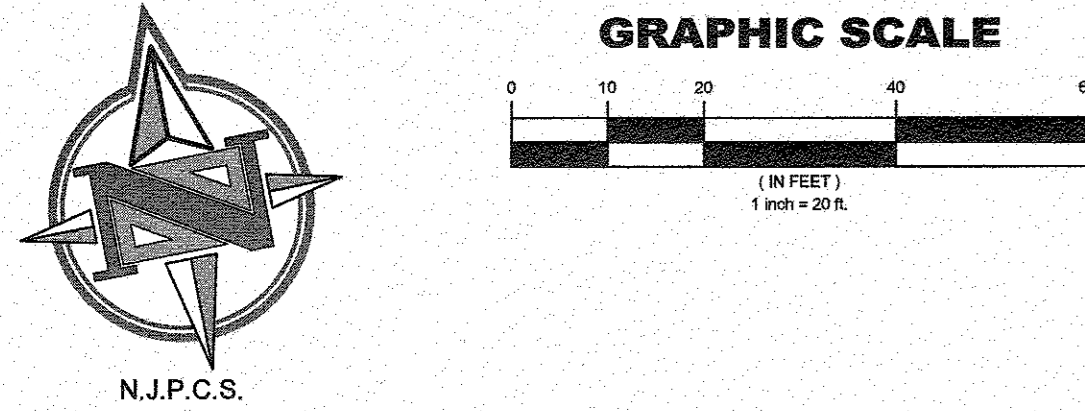
**CONSTRUCTION DETAILS**  
**CENTRAL AVENUE BRIDGE**  
**SCOUR PROTECTION**  
**CITY OF RAHWAY**

**UNION COUNTY**      **NEW JERSEY**

DESIGNED BY: ML      CHECKED BY: AK      PROJECT NO: UNIOCTY18.014      SHEET NO: 4.00  
SCALE: A.T.S.      DATE: FEBRUARY 7, 2020







**GENERAL NOTES:**

- EXISTING CONDITIONS AS PER PLAN ENTITLED "TOPOGRAPHIC SURVEY, ROBINSON'S BRANCH OF THE RAHWAY RIVER, BRIDGE & PORTION OF CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY", SHEET 1 OF 1 PREPARED BY NEGLIA ASSOCIATES.
- THE FLOOD HAZARD ELEVATION AT THE PROJECT SITE IS ±19.1' AS PER METHOD 3 (FEMA FLUVIAL METHOD) OF N.J.A.C. - 7:13-3.4, AS PER FEMA FLOOD INSURANCE STUDY FLOOD PROFILES, ROBINSON BRANCH. THE ENTIRE PROJECT IS WITHIN THE FLOOD HAZARD AREA.
- NO FILL OR ABOVE ABOVE STRUCTURES ARE PROPOSED IN THE FLOOD HAZARD AREA.
- NO NEW IMPERVIOUS SURFACE IS PROPOSED.
- ALL ELEVATIONS ARE AS PER NAVD 1988
- TOTAL DISTURBANCE AREA FOR THE PROJECT IS
- SEE PLAN FOR REGULATED AREA/LIMITS OF REGULATED ACTIVITY DISTURBANCE
- NO WETLANDS ENCOUNTERED WITHIN PROJECT AREA.

RIPARIAN ZONE CALCULATION		
	ALLOWABLE PER TABLE 11.2	PROPOSED
CHANNEL ARMORING ACCESS	1,000 SF	870 SF
TOTAL	1,000 SF	870 SF

**STATE OPEN WATER DISTURBANCE:**

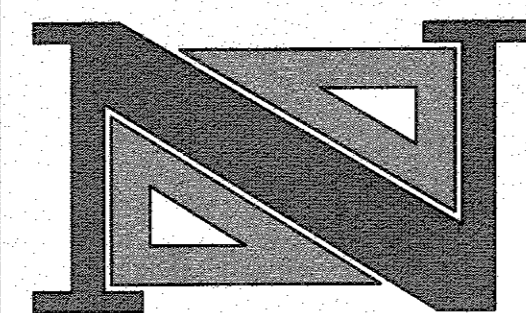
NJDEP WETLAND  
 TOTAL PERMANENT STATE OPEN WATER DISTURBANCE = 3989 SF (0.091 AC)  
 TOTAL TEMPORARY STATE OPEN WATER DISTURBANCE = 380 SF (0.009 AC)  
 TOTAL PROPOSED CUMULATIVE DISTURBANCE OF FRESHWATER WETLANDS, TRANSITIONS AREAS, AND STATE OPEN WATERS = 4335 SF (0.100 AC)

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NJDEP PERMITTING LEGEND	
PROPOSED PERMANENT STATE OPEN WATER DISTURBANCE	
PROPOSED TEMPORARY RIPARIAN (BUFFER) ZONE DISTURBANCE	
PROPOSED TEMPORARY STATE OPEN WATER DISTURBANCE	

REVISIONS				
NO.	DATE	DESCRIPTION	DRAWN	CHECKED



**ANTHONY KURUS, P.E., P.P.**  
 PROFESSIONAL ENGINEER  
 N.J. LICENSE NO. 44445

**NEGLIA ENGINEERING ASSOCIATES**  
 A PROJECT OF  
 34 PARK AVENUE  
 LYNDHURST, NEW JERSEY  
 TEL: 201-939-8805 FAX: 201-939-0846 E-MAIL: NEA@NEGLIAENGINEERING.COM

**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
 PROFESSIONAL ENGINEER N.J. LICENSE NO. 38604  
 PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38604  
 PROFESSIONAL PLANNER N.J. LICENSE NO. 33100569800

**NJDEP PERMITTING PLAN**  
**CENTRAL AVENUE BRIDGE**  
**SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

PROJECT NO: UNIOCTY18.014  
 SHEET NO: 5.00  
 DATE: FEBRUARY 7, 2020

UNION COUNTY UNIOCTY18.014 Central Avenue Bridge Scour Protection Plan - Wednesday, February 28, 2020 9:53:19 AM  
 C:\Users\michael.neglia\OneDrive\Documents\Projects\2019\UNIOCTY18.014 Central Avenue Bridge Scour Protection Plan.dwg  
 User: michael.neglia  
 Plot: UNIOCTY18.014 Central Avenue Bridge Scour Protection Plan.dwg  
 Plot Date: 2/28/2020 9:53:19 AM  
 Plot Scale: 1"=20'  
 Plot Sheet: 5.00 of 7.00  
 Plot Title: UNIOCTY18.014 Central Avenue Bridge Scour Protection Plan.dwg  
 Plot User: michael.neglia  
 Plot Date: 2/28/2020 9:53:19 AM  
 Plot Scale: 1"=20'  
 Plot Sheet: 5.00 of 7.00  
 Plot Title: UNIOCTY18.014 Central Avenue Bridge Scour Protection Plan.dwg  
 Plot User: michael.neglia



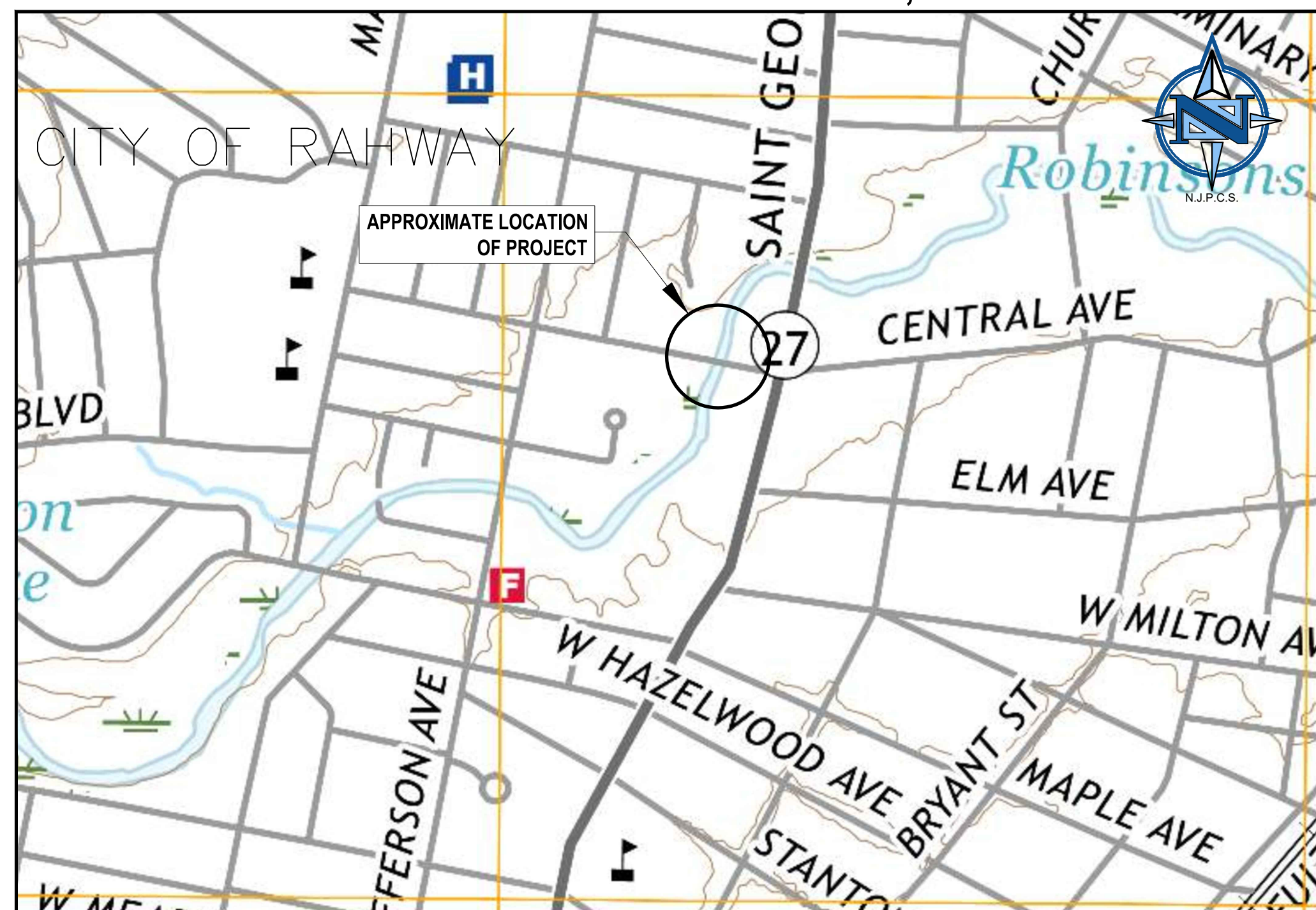
# CENTRAL AVENUE, Ra-20, BRIDGE SCOUR PROTECTION

UNION COUNTY ENGINEERING PROJECT # 2018 - 007  
CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY

FEBRUARY 7, 2020  
ISSUED FOR BID: MAY 10, 2023



ESTIMATE OF QUANTITIES			
ITEM NO	DESCRIPTION	APPROX.	
		QTY	UNIT
1	MOBILIZATION	1	LS
2	CONSTRUCTION LAYOUT	1	DOLL
3	HEAVY DUTY SILT FENCE, ORANGE	180	LF
4	FLOATING TURBIDITY BARRIER, TYPE 2	150	LF
5	DEWATERING BASIN	12	UNIT
6	SEDIMENT CONTROL BAG	10	UNIT
7	CONSTRUCTION DRIVEWAY, WOOD MATS	100	UNIT
8	CONCRETE WASHOUT SYSTEM	1	LS
9	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	1	UNIT
10	BREAKAWAY BARRICADE, TYPE 3	15	UNIT
11	DRUM	15	UNIT
12	TRAFFIC CONES	100	UNIT
13	CONSTRUCTION SIGNS	150	SF
14	CONSTRUCTION IDENTIFICATION SIGNS, 4'X8'	2	UNIT
15	FLASHING ARROW BOARD, 4'X8'	2	UNIT
16	PORTABLE VARIABLE MESSAGE SIGN	2	UNIT
17	TRAFFIC DIRECTOR, FLAGGER	320	HOURL
18	CLEARING SITE	1	LS
19	EXCAVATION, UNCLASSIFIED	150	CY
20	TEMPORARY COFFERDAM	1	LS
21	EARTH ANCHOR FOR ARTICULATED CONCRETE BLOCK MATTING	90	UNIT
22	ARTICULATED CONCRETE BLOCK MATTING, 6", OPEN CELL	470	SY
23	RIPRAP STONE SLOPE PROTECTION (D50=12")	30	CY
24	TOPSOILING, 4" THICK	300	SY
25	FERTILIZING AND SEEDING, TYPE A	300	SY
26	STRAW MULCHING	300	SY
27	FINAL CLEANUP	1	LS
28	TRAFFIC DIRECTOR, UNIFORM POLICE	1	ALLOW



KEY MAP (N.T.S.)  
SOURCE: REF. USGS MAP

**N.J.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019  
AS AMENDED BY THE SUPPLEMENTARY SPECIFICATIONS TO GOVERN**

SHEET INDEX	
DRAWING NO.	DRAWING TITLE
1.00	COVER SHEET / QUANTITIES
1.01	GENERAL NOTES & STANDARD LEGEND
2.00	SITE PLAN
2.01	BRIDGE CROSS SECTIONS & DETAILS
3.00	SOIL EROSION & SEDIMENT CONTROL PLAN
4.00	CONSTRUCTION DETAILS
5.00	NJDEP PERMITTING PLAN
1 OF 1	TOPOGRAPHIC SURVEY

UTILITY CONTACTS		
SERVICE	COMPANY	ADDRESS
GAS	ELIZABETHTOWN GAS COMPANY	520 GREEN LN, UNION, NJ (908) 662 - 8521
ELECTRIC	PUBLIC SERVICE ELECTRIC AND GAS	80 PARK PLAZA T-12, NEWARK, NJ (973) 297 -2128
SEWER	RAHWAY VALLEY SEWAGE AUTHORITY	1050 E HAZELWOOD AVE, RAHWAY, NJ (732) 388-0868
CABLE	COMCAST CABLE OF NEW JERSEY	800 RAHWAY AVE, UNION, NJ (809) 258-7712
TELEPHONE	VERIZON - NEW JERSEY INC.	175 WEST MAIN STREET FREEHOLD, NJ (732) 357-2313

UNION COUNTY BOARD OF COUNTY COMMISSIONERS

CHAIRMAN  
SERGIO GRANADOS

VICE CHAIRWOMEN  
KIMBERLY PALMIERI-MOUDED

COMMISSIONERS  
JAMES E. BAKER, JR.  
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ALEXANDER MIRABELLA  
REBECCA WILLIAMS

DANIEL LEE, P.E., C.M.E.  
ENGINEER, CITY OF RAHWAY

DATE: 2/2/23

RAYMOND A. GIACOBBE  
MAYOR, CITY OF RAHWAY

DATE: 2-2-23

RICARDO MATIAS, P.E.  
COUNTY ENGINEER, COUNTY OF UNION

DATE: 2/3/23

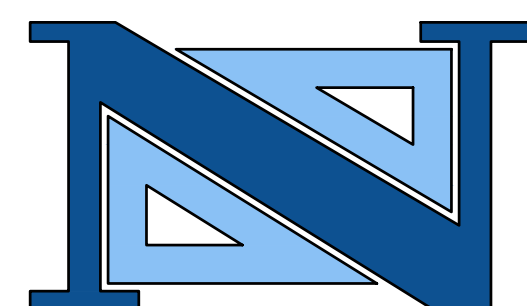
EDWARD T. OATMAN  
COUNTY MANAGER, COUNTY OF UNION

DATE: 2/8/23

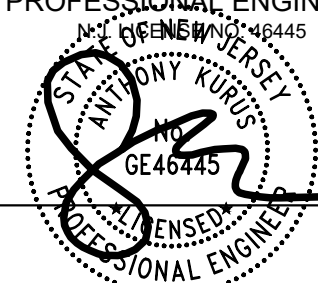
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CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA27927000

REVISIONS			
NO.	DATE	DESCRIPTION	
1	1/24/2023	REVISED PLANS FOR BIDDING	A.S. D.A.
2	3/16/2023	REVISED PER NJDOT COMMENTS	A.S. D.A.
3	5/16/2023	ISSUED FOR BID	J.V. D.A.



ANTHONY KURUS, P.E., P.P.  
PROFESSIONAL ENGINEER



NEGLIA ENGINEERING ASSOCIATES  
34 PARK AVENUE  
LYNDHURST, NEW JERSEY  
TEL: 201-939-8805 FAX: 201-939-0846 E-MAIL: NEA@NEGLIAENGINEERING.COM

MICHAEL J. NEGLIA, P.E., P.L.S., P.P.

PROFESSIONAL ENGINEER N.J. LICENSE NO. 38604  
PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38604  
PROFESSIONAL PLANNER N.J. LICENSE NO. 33L000569800

**COVER SHEET / QUANTITIES  
CENTRAL AVENUE, Ra-20,  
BRIDGE SCOUR PROTECTION  
CITY OF RAHWAY**

**UNION COUNTY NEW JERSEY**

DRAWN BY: ML CHECKED BY: AK PROJECT NO: UNIOCTY18.014 SHEET NO: 1.00  
DESIGNED BY: ML SCALE: N.T.S. DATE: JANUARY 24, 2023  
FIELD BOOK NO: PAGE



m:\union-county\uniocty18.014\central-avenue-bridge-scour-protection\sheet\_1.dwg (plot) (sheet) (1.00) (cover) - May 16, 2023, 4:30:25 PM

# GENERAL NOTES:

## A. Legal

- A1. The most current editions of The Standard Specifications for Road and Bridge Construction, Standard Inputs, and Standard Details, as published by the New Jersey Department of Transportation (NJDOT), the Plans, Technical Specifications, Advertisement, Contractor's Proposal and including but not limited to the amendments contained hereinafter shall comprise the Contract Documents. The Contractor shall read and understand the project specifications prior to construction. The municipality is under the jurisdiction of the state central law and the government.
- A2. The Contractor shall visit the site and familiarize himself with the existing conditions prior to submitting his bid. Any discrepancies between these plans and the actual conditions at the site shall be immediately reported to the Professional Engineer.
- A3. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property and the maintenance of passageways.
- A4. The Contractor's attention is directed to the safety requirements as outlined in the General Conditions of the Construction Specifications. Neither the Engineer nor the Owner shall be held responsible and/or liable for the safety of the work site. The Contractor is responsible for maintaining a safe work site at all times.
- A5. The Contractor is responsible to obey all the safety and health regulations. The Owner assumes no responsibility for the health and safety of the work performed.
- A6. The Contractor shall receive all the necessary permits & approvals from all Local, County, and State Governing Agencies, prior to construction. The Contractor is responsible for any associated fees, and same to be included in the various bid items.

## B. Site Clearing and Construction

- B1. The Contractor shall obtain all required local, County, State, Federal opening permits and shall bare the cost of all accompanying fees. All permits must be secured prior to the commencement of work.
- B2. Whenever a question arises regarding the specifications or drawings or any supplementary drawings or instructions of the Field Engineer, same shall be immediately brought to the attention of the Professional Engineer responsible for the design.
- B3. One copy of the approved construction plans and specifications furnished to the Contractor must be kept on the project site. All work and materials necessary for the completion of the work according to the intent and meaning of the Contract Documents, shall be furnished, performed and done in accordance with the specifications and plans. Any conflict or inconsistency between the plans and specifications, or any discrepancy between the figures and scale of drawings shall be submitted by the Contractor to the Engineer, whose decision thereon shall be final. The decision of the Engineer as to which specification will govern will be final.
- B4. The Contractor is responsible to construct the project in accordance with the contract documents. All proposed field changes must be approved in writing by the Professional Engineer responsible for the design (Project Manager, PE) prior to the construction of any field changes.
- B5. All information shown or noted for existing facilities, grades, roadways and materials is approximate. The Contractor shall be responsible to verify all information which may affect his work.
- B6. All disturbed shrubs, fencing, walkways, signs, mailboxes, driveways, etc., shall be restored to their original condition and to the satisfaction of the Engineer and/or the Owner. No separate payment shall be made for this restoration work unless same is clearly specified elsewhere in the construction documents. The Contractor shall take prudent measures to protect all existing property evidence (monuments, iron pipe, pins, etc.) during construction.
- B7. All property corners or monuments removed or damaged during construction shall be replaced by a NJ Licensed Land surveyor at no additional cost to the Owner.
- B8. Reconstructed curb shall be installed to match existing curb elevations and alignment unless otherwise specified on grading plans, profiles or cross sections. Separate payment will not be made for removal of existing curb in reconstructed areas. Payment for the removal of existing curb shall be included in the unit price bid for the Curb line item.
- B9. The Contractor shall sawcut and repair the pavement adjacent to newly constructed curb prior to proceeding on to subsequent stages of work. Curb trenches will not be left open overnight in areas where the roadway is to be opened to traffic. No separate payment will be given for such said sawcutting and restoration, the cost of which shall be included in the unit price bid for the Curb line item.
- B10. All asphalt material removed from the project must be transported to an approved recycling center and the tonnage certified to the Owner. No separate payment will be made for this work but shall be included in the various items in the proposal.
- B11. The Contractor shall be responsible for the disposal of all excess materials excavated, whatever nature, at his own expense. The Owner is not obligated to supply a disposal site. The Contractor must not deposit the excess materials within the municipal limits without express permission of the Professional Engineer. Excavated material may not be stored on site and shall be removed at the end of each day.
- B12. All excavated materials are to be disposed of in accordance with approved NJDOT/NJDEP methods and means, or transported at the direction of the Owner.
- B13. All disturbed areas outside the project limits or not intended to be included in this project, shall be restored to their original condition, and to the satisfaction of the Owner. No separate payment shall be made for this restoration, unless specified elsewhere.
- B14. The Contractor must provide a smooth sawcut edge in all cases where proposed pavement of whatever nature, concrete curbs or concrete sidewalks abut existing pavements, curbs or sidewalks. No separate payment will be made for sawcutting. The cost shall be included in the various items in the proposal.
- B15. The Contractor may discover that existing roadway may contain existing concrete base or cobble stone and shall make all necessary requirements for its removal where required. The cost for this work shall be included in the cost of Roadway Excavation, Unclassified.
- B16. The replacement of any sidewalk within the project area may require that sidewalk slabs be sawcut from the surrounding concrete walk. No specific payment for saw cutting will be made and therefore shall be included under prices bid for concrete sidewalk items in the proposal.
- B17. As part of this Contract, the Contractor is required to prepare the existing pavement and seal all cracks and joints per Section 404 of the NJDOT Specifications prior to resurfacing. This work shall include, but is not limited to, all labor, materials and equipment necessary to clean cracks prior to the installation of surface course and apply a sealant as outlined in the NJDOT Specification. Prior to commencement, the Contractor shall obtain approval from the Professional Engineer as to the intended methods and materials that will be used for this project. This item shall not be measured for payment, but the cost thereof shall be included in the unit price bids for the Hot Mix Asphalt Surface Course line item.
- B18. No construction, maintenance or utility work on, under or above the project road that will obstruct, interfere with and/or detour traffic on the road, shall be performed before the hour of 9:00 AM or after 4:00 PM. The Contractor's work hours shall conform to local Ordinance requirements.
- B19. All trenches in the existing pavement shall be saw cut. No separate payment will be made for saw cutting and the cost thereof shall be included under prices bid for various items in the proposal.
- B20. The Contractor shall be responsible for restoration and maintenance of all access driveways at all times during construction at no additional cost to the Owner.
- B21. All sediment and soil erosion control practices are to be installed in conformance with Soil Conservation District standards prior to any major soil disturbances. All work shall be completed in proper sequence and all erosion control devices shall be maintained until permanent protection is established.
- B22. Contractor shall maintain access to all properties at all times during construction.
- B23. The Contractor shall take all necessary measures to maintain dust control as required or directed by the Professional Engineer. All vehicles shall be clean and all roadways shall be maintained as directed by the Field Engineer.
- B24. Contractor shall keep the site clean at all times and sweep the street at the end of each work day.

## B. Site Clearing and Construction/Cont.

- B25. All material encountered within the work zone area that must be removed to construct the project as directed by the Field Engineer, shall be included in the unit price bid for Clearing Site. This is inclusive of but not limited to the removal of all curbed edging and concrete gutter.
- B26. All trees are to be saved and protected from harm during construction with the exception of the trees marked with an X on the construction plans. If any trees are damaged during construction, the Contractor will be responsible for the removal and replacement as determined by the Municipality.
- B27. All trees to be removed shall be marked by the Contractor and approved by the Owner before any tree removal commences. Each Tree designated for removal shall be completely removed, except for stumps that cannot be removed by grubbing which shall be grinded to twelve (12) inches below the existing ground surface.
- B28. The Contractor shall install protective blocking, bracing or sheeting to support any exposed gas, water, sanitary, telecommunications, or electric utilities in accordance with the respective utility company's regulations.
- B29. The Contractor shall be responsible for tapering proposed work to meet existing conditions in a uniform manner.
- B30. All fill removed from the trench is to be discarded by the Contractor in accordance with all Local, State, and Federal requirements. The trench must be suitable width to obtain proper mechanical compacting, not to exceed 4 feet in width. All backfill is to be done with quarry process stone, Type I-5 or DGA for the full depth of the trench, first lift of fill, Twelve (12) inches above the pipe, shall be compacted using a jumping jack tamper, successive lifts shall be compacted by mechanical means such as tamping, vibrating or rolling. A vibra plate tamper is not acceptable.
- B31. The Contractor shall keep the trench filled to the level of the surrounding grades until settlement has ceased.

## C. Utility Permits

- C1. Prior to the start of construction, the Contractor shall have all underground utilities located and physically marked out within the limits of the project (call 1-800-272-1000). The Contractor shall provide test holes in areas of possible conflict to verify the depth and location of the utility. No separate payment shall be made for delays that may be necessary to relocate utilities or the proposed location of underground utilities. No separate payment will be made for test pits but the cost shall be included in the various items in the proposal.
- C2. Location and depth of existing utilities are only indicated to bring attention to possible conflicts. Any damage to utilities shall be the sole responsibility of the Contractor and all costs for repairs shall be borne by the Contractor.
- C3. Any damage to utilities shall be the sole responsibility of the Contractor and all costs for repair shall be borne by the Contractor. All disturbed or damaged walkways, signs, curbing, trees, hydrants, utilities, paved surfaces, driveways, building facades, etc. shall be restored to their original condition and to the satisfaction of the Owner. No separate payment will be made for this restoration unless specified elsewhere in the Contract.
- C4. The locations of utilities shown are approximate. The Contractor is responsible for verifying the exact locations of the utilities prior to the start of construction.
- C5. All gas and water valves and various manholes to remain shall be reset to finish grade.

- C6. The Contractor shall coordinate his work with the public utility companies. Electric, telephone, gas & cable utility manhole castings and valve box covers shall be reset by the respective utility companies.
- C7. Private utility companies must be contacted by the Contractor so that privately owned castings will be reset as required.
- C8. Water service valve boxes, gas service valve boxes, junction boxes, electric boxes, basement vault doors and all other appurtenances located in the sidewalk area shall be reset to the new sidewalk elevation. The cost for resetting any and all of these castings shall not be paid separately but shall be included in the various concrete sidewalk line items in the proposal.
- C9. The Contractor is responsible for accurately locating existing traffic signal loop detector and leads. The Contractor will only be compensated for the replacement of loop detectors and leads which have been removed at the direction of the Professional Engineer. The Contractor shall not remove loop detectors and leads unless he is directed to do so by the Professional Engineer.
- C10. Trenches shall be backfilled without delay. Open excavations shall be kept to a minimum and made safe at all times. All trenches shall be adequately compacted by approved methods and with materials approved by the Field Engineer. Any trench settlement shall be immediately brought to grade and temporary paving shall be placed where required. No trench (including curbs) shall be left open overnight.
- C11. The Contractor shall provide and maintain temporary ramps around all exposed utility castings, both public and private which have been uncovered during construction.

## D. Drainage

- D1. The Contractor is responsible to clean and maintain all existing drainage structures prior to the start of construction within the project limits. This item will be paid under Final Cleanup.
- D2. All existing storm sewer pipes within project limits must be cleaned by the Contractor after completion of construction. The cost for cleaning shall not be paid separately but shall be included in the various drainage items in the proposal.
- D3. All roof leaders and curb drains are to remain free flowing, during construction.
- D4. All roof drain pipes in curbs/sidewalk area to be maintained and reconnected, and shall be extended under the sidewalk and through the curb.
- D5. All inlets, manholes and vault castings to be reset shall be reset to the proposed finished grade as directed by the Field Engineer. These castings must be reset flush to the proposed grade and the new pavement shall not be mounded up or feathered down to meet these castings. All castings reset to the improper grade or not to the satisfaction of the Field Engineer shall be reset to the new grade at no additional expense to the Owner.
- D6. Existing grates are the property of the Municipality or utility authority and will be delivered, at no additional cost to the Owner, to the local Department of Public Works or utility authority yard. Payment will not be made for new grates unless the existing grates are returned to the Owner.
- D7. All open drainage excavations shall be backfilled at the end of each day and protected from pedestrian and vehicular traffic.
- D8. The Contractor will be responsible for maintaining positive drainage during and after construction. If a situation arises where water will pond at a particular location, the Professional Engineer responsible for the design must be notified immediately in order to make corrective measures in writing.
- D9. The Contractor is fully responsible for verifying that all proposed storm sewer connections are to the existing storm sewer systems.

## E. Traffic Control

- E1. The Contractor shall be responsible for coordination of traffic control measures.
- E2. Maintenance and Protection of Pedestrian Traffic Control must conform to NJDOT, Union County, and MUTCD standards along with the requirements of the municipality. Traffic Directors, Flagger shall be coordinated with the municipality, as needed.
- E3. The Contractor shall be responsible to prepare a detour plan as needed or required by the Owner and/or local Police department for review and approval prior to starting work.

## F. Signs

- F1. Any signs located within the sidewalk areas should be reset/relocated in accordance with the standard NJDOT Standard Details. Separate payment will not be made for resetting objects located in the sidewalk. The cost shall be included in the unit price bid for the replacement of sidewalks, unless payment for such work is specified in the proposal.
- F2. The Contractor shall relocate/reset signs as shown on the plans or directed by the Professional Engineer. No separate payment will be made for this work but the cost shall be included in the various items in the proposal.
- F3. Signs for parking prohibition must be posted at least 48 hours in advance of construction. Contractor shall coordinate, obtain and place signs as directed by the Owner.

## G. Survey

- G1. Layout of all work shall be adjusted in the field to meet site conditions as approved in writing by the Professional Engineer responsible for the design.
- G2. The Contractor is responsible to layout all new work prior to construction for Field Engineer's approval. Any locations not approved by the Field Engineer and installed by the Contractor shall be removed and replaced as per the Field Engineer's instructions at no additional cost to the Owner.
- G3. All layout work shall be done by a New Jersey Licensed Land Surveyor.
- G4. All existing locations taken from a survey prepared by Neglia Engineering Associates.

## H. Trees

- H1. Contractor must retain a certified tree expert for tree evaluation where necessary. No additional payment will be made for tree expert; price to be included in site clearing.
- H2. All trees that have roots that encroach into the proposed curbs or pavement and are to be saved shall be evaluated by the Contractor's certified tree expert. All evaluations shall be in writing and shall accurately identify the trees in question by station and offset (left or right). All evaluations shall be submitted to the Professional Engineer for review and consultation with the Municipality's tree experts prior to cutting any roots. No separate payment will be made for this work but the cost thereof shall be included in the clearing site item.
- H3. Trees that are to be saved, where it is determined that root cutting may severely damage the tree, shall have a curb break and steel curb face plates installed as shown on the details.
- H4. The Contractor is responsible for the timely evaluation of all trees and there will not be change orders for delays resulting from root cutting.
- H5. In areas where the roots encroach into the curb line, the full pavement section shall be removed prior to removing the curb. Then the existing curb shall be removed by pulling it away from the tree towards the roadway to minimize root damage during the removal of the existing curb. No separate payment shall be made for this work but the cost thereof shall be included in the Clearing Site line item.

## I. RESTRICTIONS AND REQUIREMENTS

- I1. Working hours shall be in accordance with union county requirements.
- I2. The contractor shall furnish an approved construction schedule prior to mobilization.
- I3. The contractor shall maintain access for emergency vehicles.
- I4. The contractor shall provide pre-construction photographs or videotapes of the project area. photographs shall be labeled with descriptors and corresponding photo location map and mounted into binders. audio shall be used on videotapes to designate the photo locations and descriptors. the contractor shall provide the photographs or videotapes prior to mobilization.
- I5. The contractor shall observe all soil erosion and sediment control measures illustrated within these construction plans. a staging area has not been determined for use by the contractor at the time these contract drawings were drawn. when a staging area is determined, the contractor shall call the union county soil conservation district (908-231-7000) for inspection of the staging area. the contractor is responsible to implement all soil erosion and sediment control measures at the staging area prior to inspection. all costs to be included in the various items bid.
- I6. All work stated in these notes, plans and specifications shall be included in the various bid items unless specifically itemized on the proposal sheet. the contractor is not limited to the requirements within these notes and is strongly advised to review the specifications for additional information.

# STANDARD PLAN LEGEND

## EXISTING CONDITIONS

- WV WATER VALVE
- GV GAS VALVE
- CO CLEAN OUT
- MANHOLE
- SM SANITARY MANHOLE
- DM DRAINAGE MANHOLE
- TREE
- SHRUB
- RD || ROOF DRAIN AT CURB
- EP EDGE OF PAVEMENT
- LSA LANDSCAPED AREA
- INLET
- JB JUNCTION BOX
- UP UTILITY POLE
- FH FIRE HYDRANT
- CL CURB LINE
- DC DEPRESSED CURB
- RR RAILROAD TIE CURB OR WALL
- G GAS MAIN
- W WATER MAIN
- E UNDERGROUND ELECTRIC LINE
- T UNDERGROUND TELEPHONE LINE
- FO UNDERGROUND FIBER OPTIC LINE
- SS SANITARY SEWER / STORM PIPE

## PROPOSED CONDITIONS

- RESET VALVES & CLEANOUTS
- PROPOSED VALVES
- PROPOSED CLEAN OUT
- RESET MANHOLE CASTING
- RD || RECONNECT ROOF DRAIN
- RESET INLET
- PROPOSED INLET
- DC PROPOSED DEPRESSED CURB
- ===== PROPOSED CURB
- ===== LIMIT OF CONSTRUCTION
- ← FLOW ARROW
- L.O.C. LIMIT OF CONSTRUCTION

## DEMOLITION

- TR TO REMAIN
- TBR TO BE REMOVED
- / TO BE REMOVED / ABANDONED
- ✗ TREE REMOVAL

## GRADING

- 10.00 x SPOT ELEVATION
- 10 CONTOUR
- x--- HIGH POINT

## EROSION CONTROL

- INLET PROTECTION DEVICE
- ✗ SILT FENCE

## PROPOSED HATCHING

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK

## PAVEMENT MARKING STANDARD

UNLESS OTHERWISE SHOWN, PAVEMENT MARKINGS SHOULD CONFORM TO THE FOLLOWING:

- CENTER LINES \_\_\_\_\_ 4" WIDE DOUBLE YELLOW LINE
- LANE LINE \_\_\_\_\_ 4" WIDE WHITE LINE
- CROSSWALK LINES \_\_\_\_\_ 6" WIDE WHITE LINE
- STOP LINE \_\_\_\_\_ 24" WIDE WHITE LINE
- HATCHING \_\_\_\_\_ 24" WIDE WHITE LINE
- PARKING STALL \_\_\_\_\_ 4" WIDE WHITE LINE
- HANDICAP STALL \_\_\_\_\_ 4" WIDE BLUE LINE

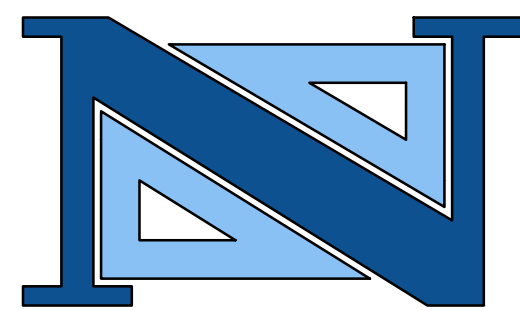
NOTE:  
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

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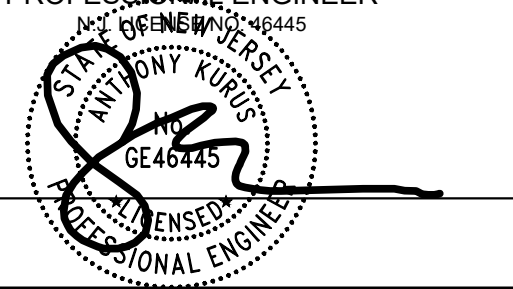
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NO.	DATE	DESCRIPTION			
1.	1/24/2023	REVISED PLANS FOR BIDDING	A.S.	D.A.	
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**ANTHONY KURUS, P.E., P.P.**  
PROFESSIONAL ENGINEER



A PROJECT OF  
**NEGLIA ENGINEERING ASSOCIATES**  
 34 PARK AVENUE  
 TEL: 201-939-8805  
 LYNDHURST NEW JERSEY  
 FAX: 201-939-0846  
 E-MAIL: NEA@NEGLIAENGINEERING.COM

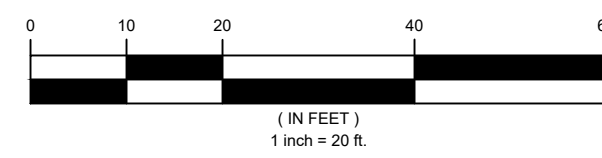
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**GENERAL NOTES AND STANDARD LEGEND**  
**CENTRAL AVENUE, Ra-20,**  
**BRIDGE SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

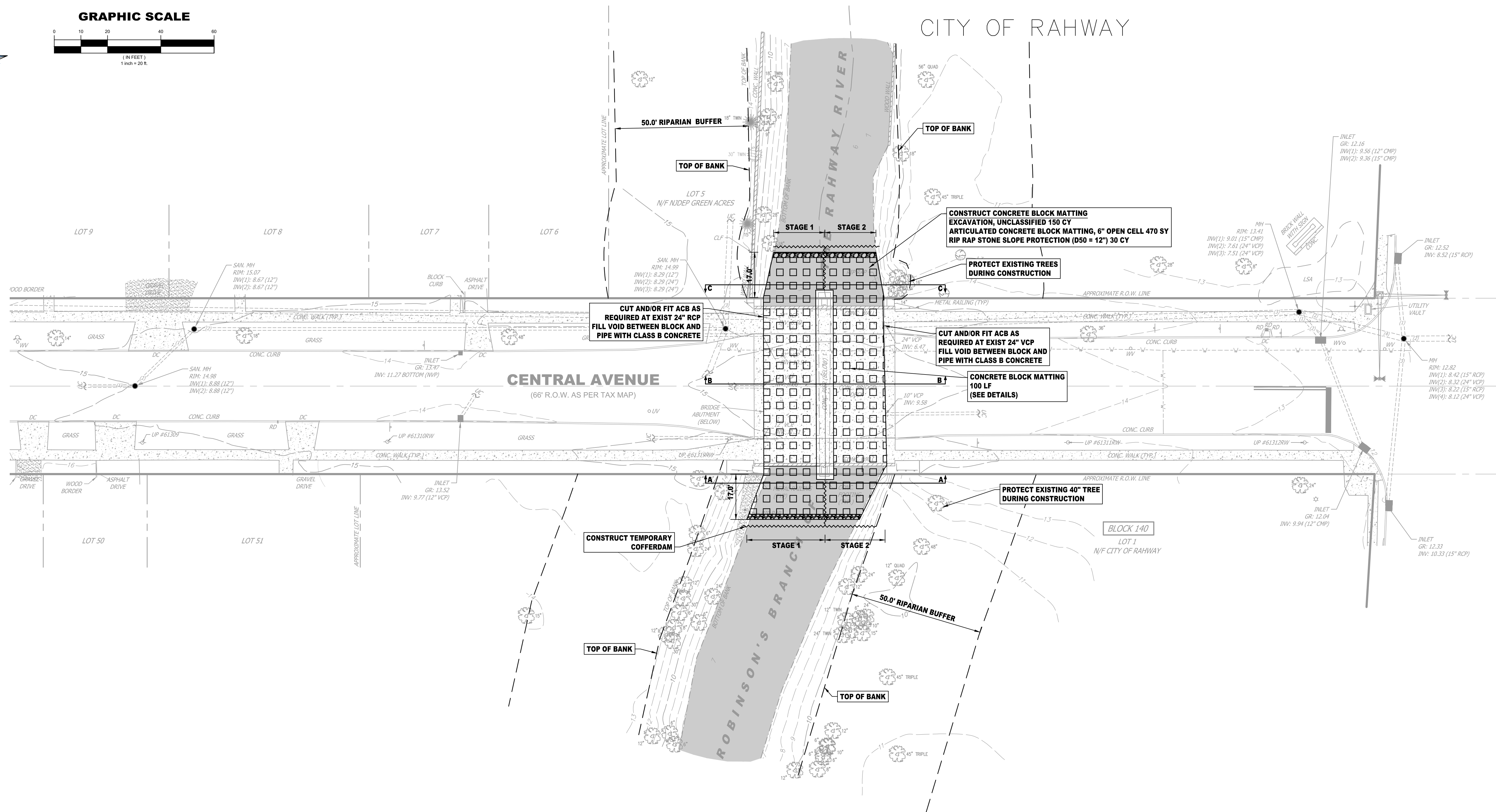
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GRAPHIC SCALE



CITY OF RAHWAY



CUT AND/OR FIT ACB AS REQUIRED AT EXIST 24" RCP FILL VOID BETWEEN BLOCK AND PIPE WITH CLASS B CONCRETE

CONSTRUCT CONCRETE BLOCK MATTING EXCAVATION, UNCLASSIFIED 150 CY ARTICULATED CONCRETE BLOCK MATTING, 6" OPEN CELL 470 SY RIP RAP STONE SLOPE PROTECTION (D50 = 12") 30 CY

PROTECT EXISTING TREES DURING CONSTRUCTION

CUT AND/OR FIT ACB AS REQUIRED AT EXIST 24" VCP FILL VOID BETWEEN BLOCK AND PIPE WITH CLASS B CONCRETE

CONCRETE BLOCK MATTING 100 LF (SEE DETAILS)

PROTECT EXISTING 40" TREE DURING CONSTRUCTION

CONSTRUCT TEMPORARY COFFERDAM

SITE PLAN LEGEND

- ARTICULATED CONCRETE BLOCK MAT (ACBM)
RIPRAP STONE TOE TRENCH

SITE PLAN NOTES:

- 1. SEE PLAN SHEET 3.01 FOR ELEVATIONS AND SECTIONS.
2. THE COST FOR THE INSTALLATION/RESETTING OF COFFERDAM FOR ALL PHASES IS INCLUDED UNDER THE PAY ITEM "TEMPORARY COFFERDAM"

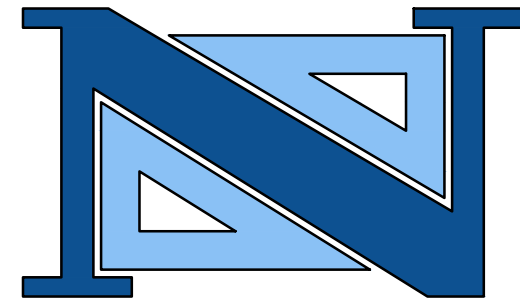
GENERAL NOTES:

1. EXISTING CONDITIONS AS PER PLAN ENTITLED "TOPOGRAPHIC SURVEY, ROBINSON'S BRANCH OF THE RAHWAY RIVER, BRIDGE & PORTION OF CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY", SHEET 1 OF 1 PREPARED BY NEGLIA ASSOCIATES.

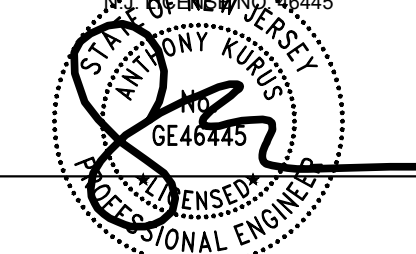
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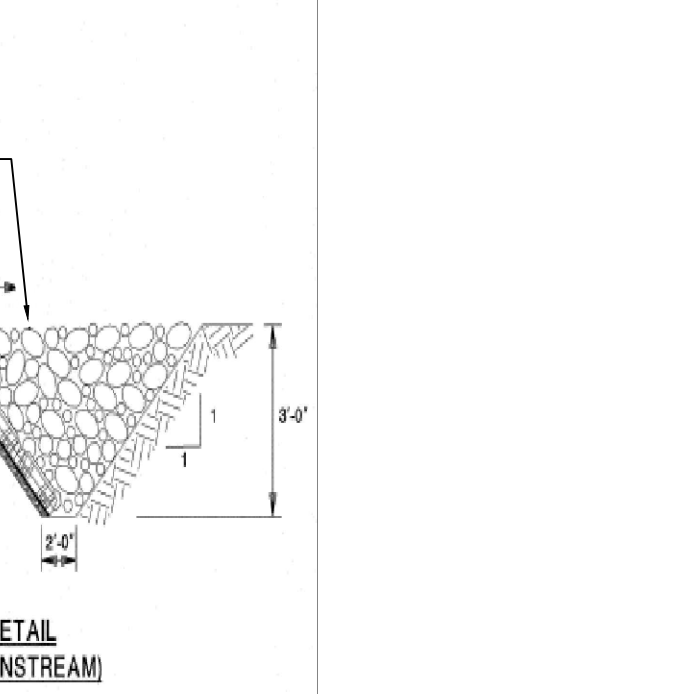
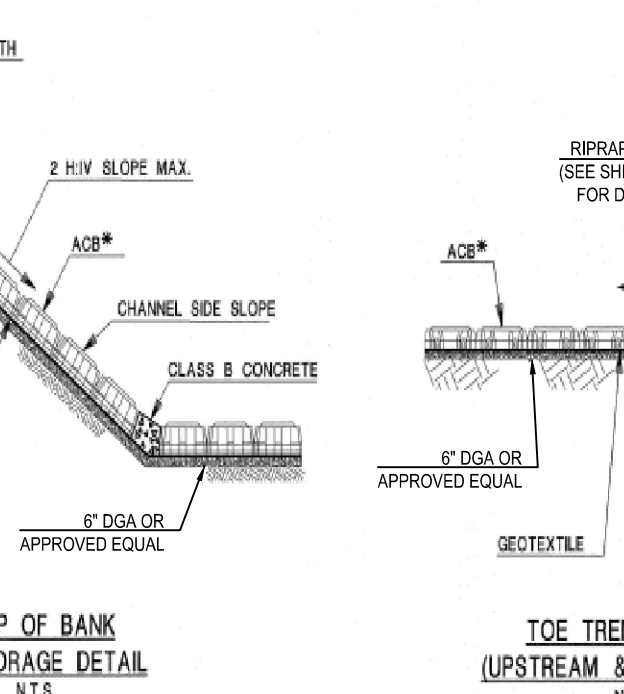
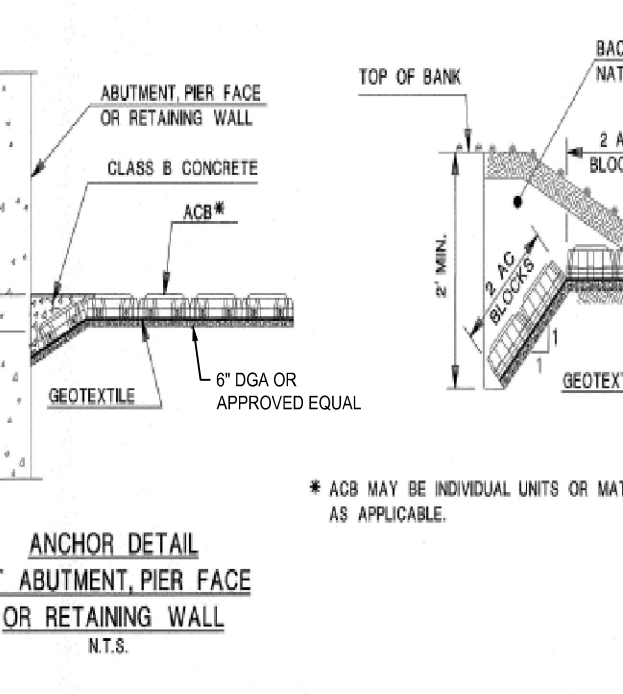
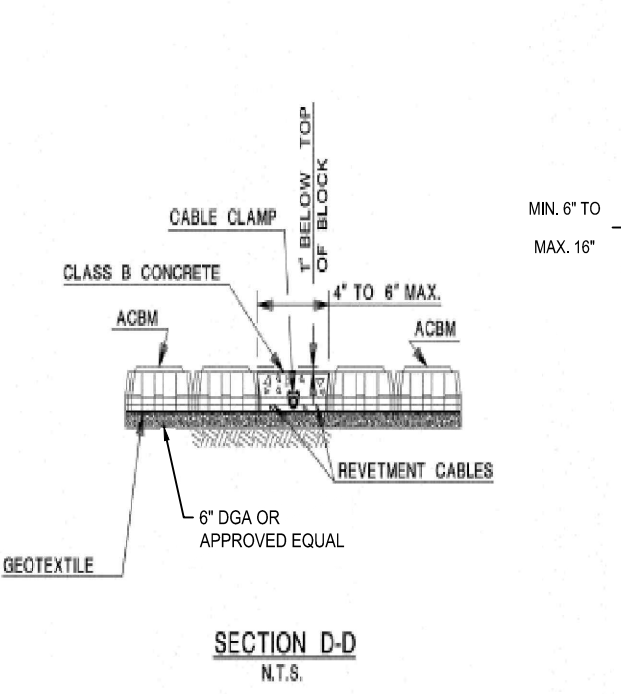
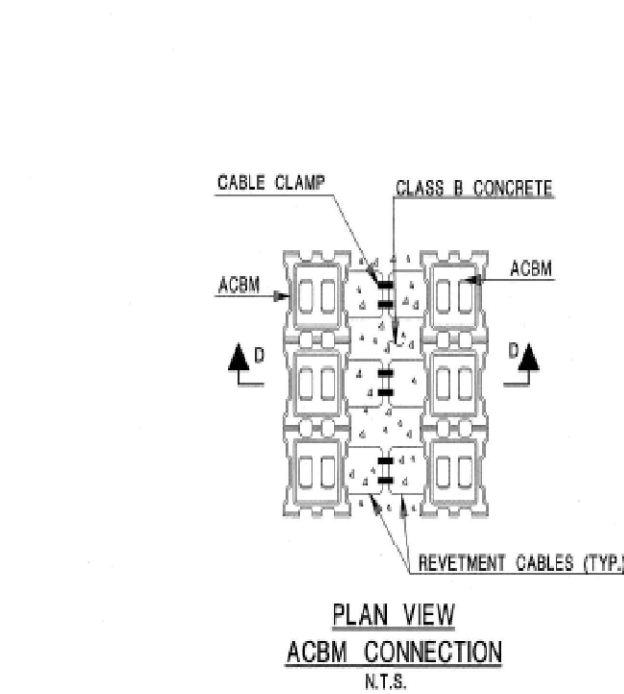
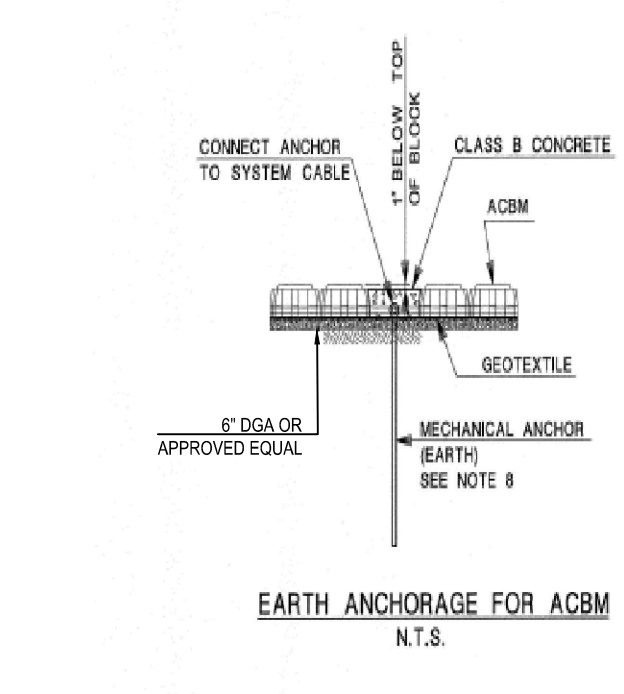
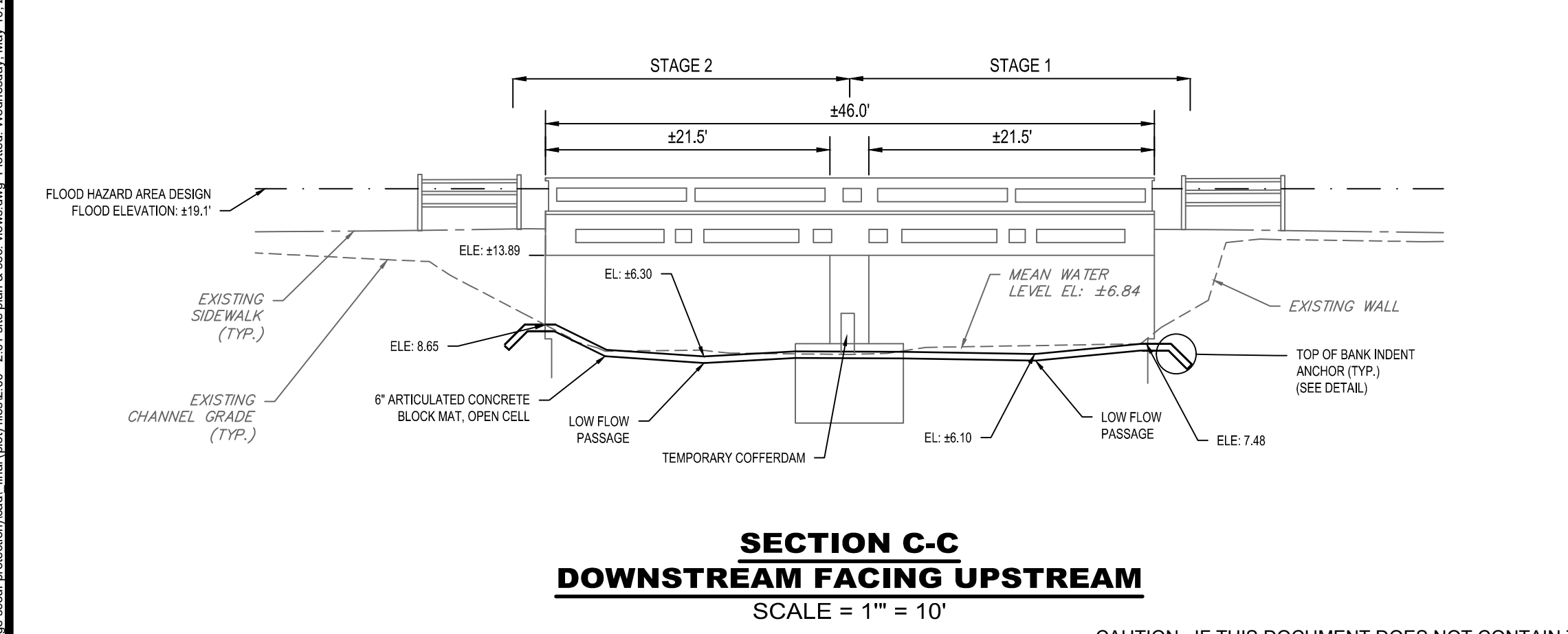
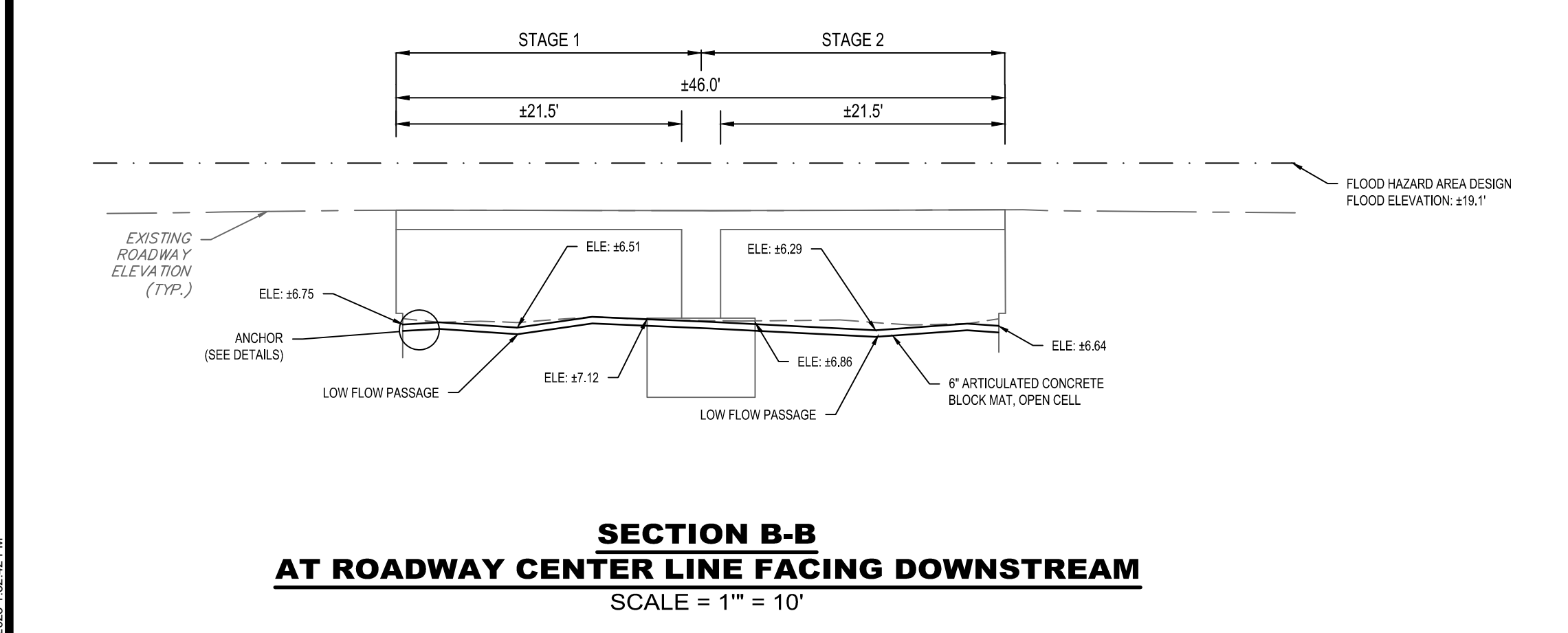
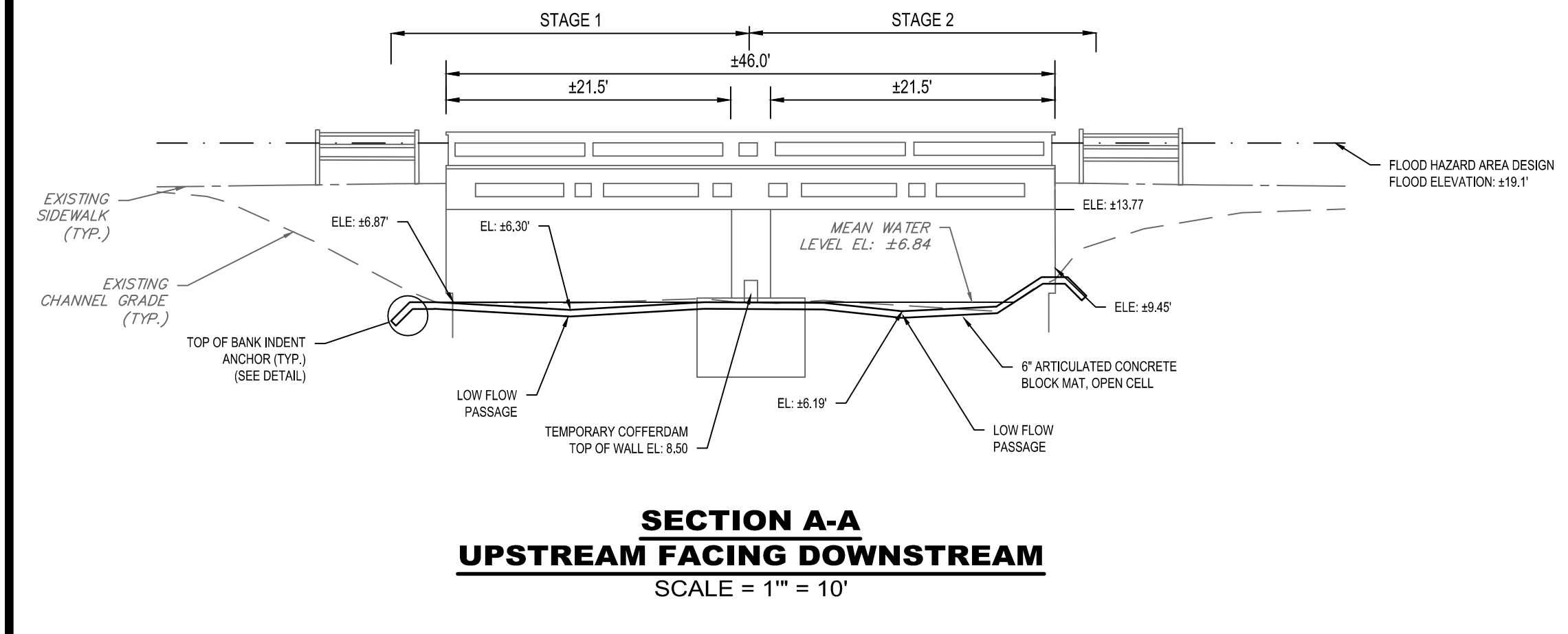
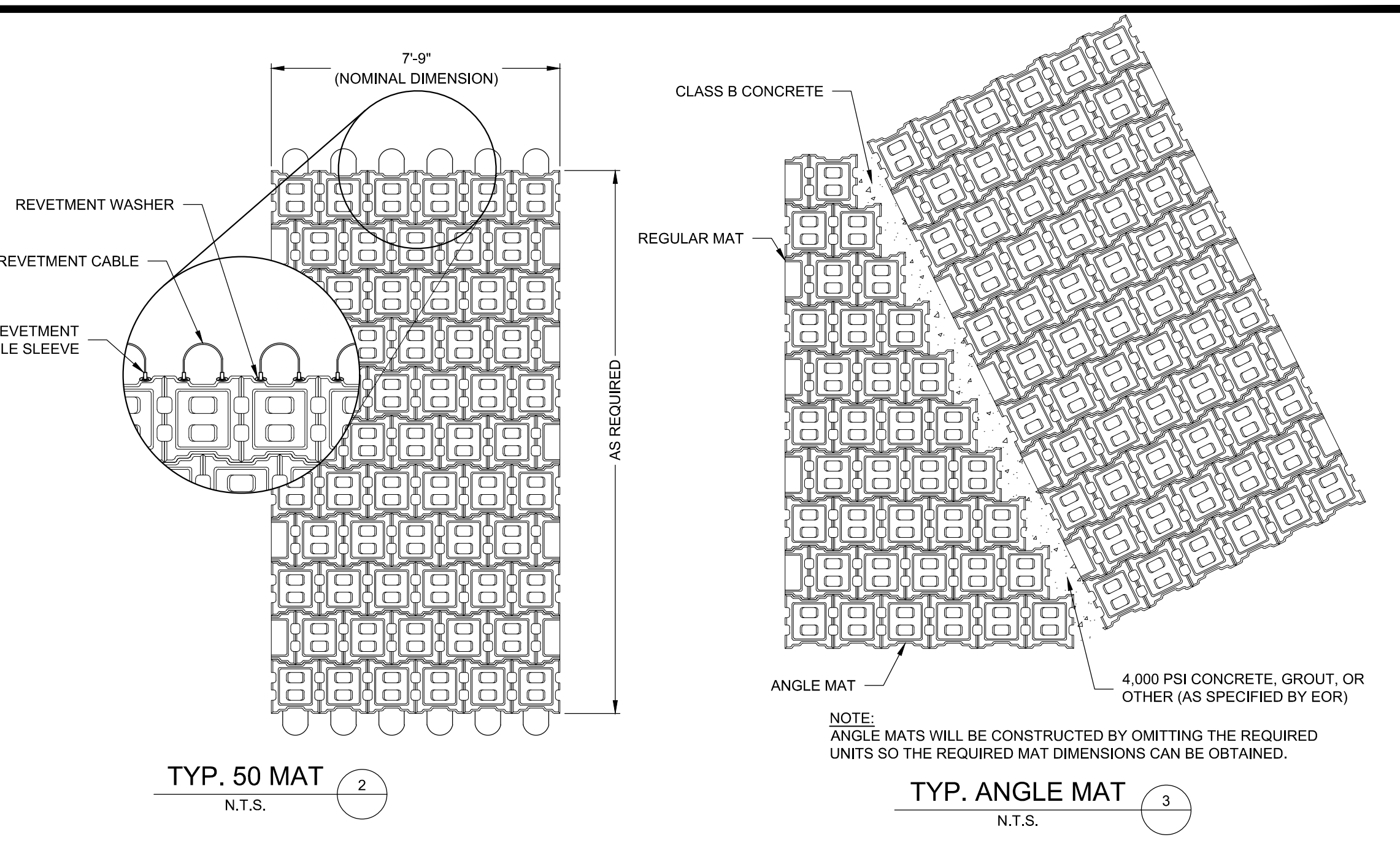
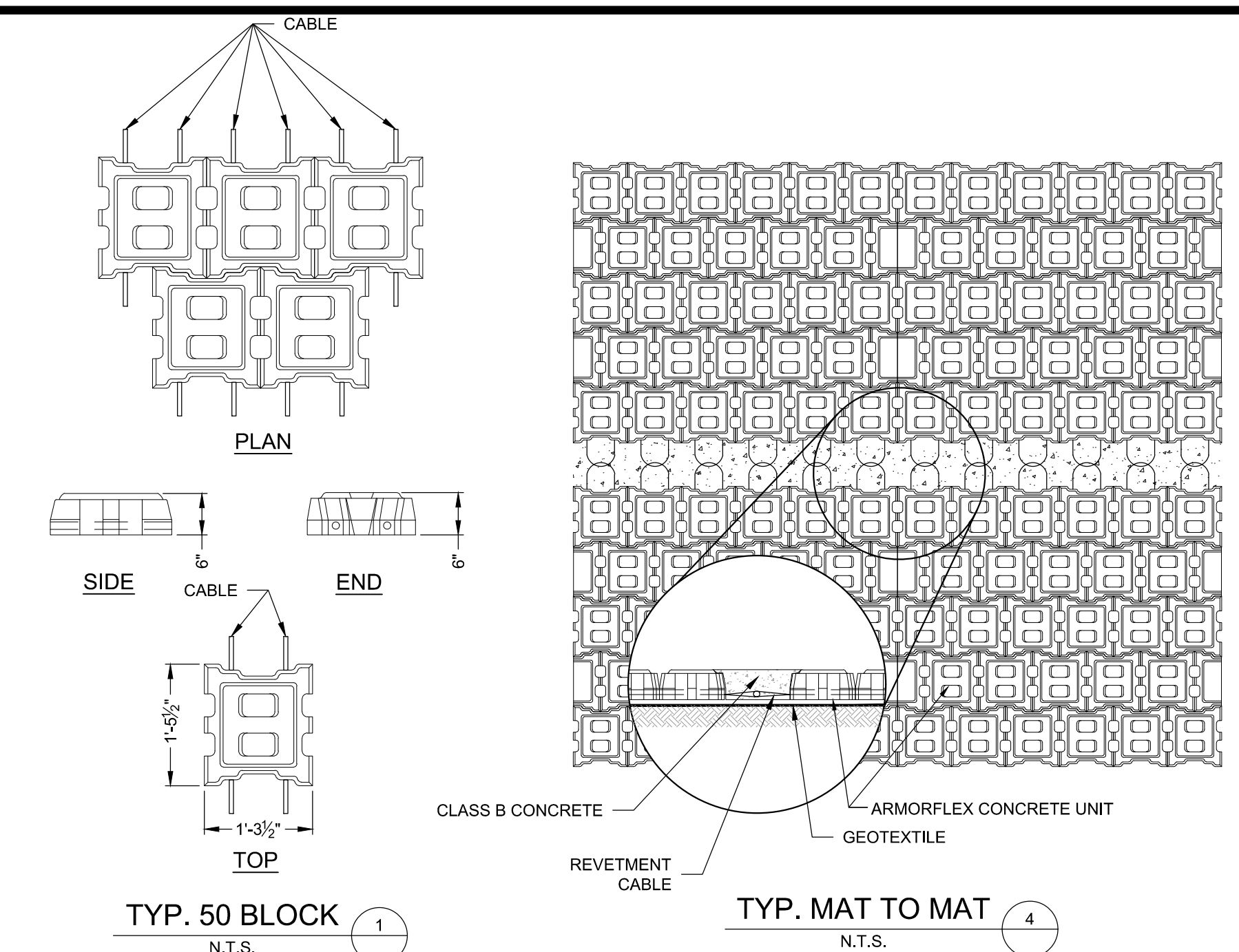
ANTHONY KURUS, P.E., P.P. PROFESSIONAL ENGINEER



NEGLIA ENGINEERING ASSOCIATES
MICHAEL J. NEGLIA, P.E., P.L.S., P.P.
PROFESSIONAL ENGINEER, PROFESSIONAL LAND SURVEYOR, PROFESSIONAL PLANNER

Project information including SITE PLAN, CENTRAL AVENUE, Ra-20, BRIDGE SCOUR PROTECTION, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY, and drawing details.

Vertical text on the left edge: m:\union\_county\uniocty18.014\central\_avenue\_bridge\_scor\_protection\ra20\_2.dwg (plot) [1/24/2023 1:52:37 PM]



**ENVIRONMENTAL NOTES & COMMITMENTS:**

1. CONSTRUCTION EQUIPMENT SHALL NOT BE WASHED IN THE WATERWAY OR IN THE AREAS IN WHICH WASH WATER WILL DRAIN INTO THE WATERWAY.

2. SENSITIVE AREA - WETLANDS/STATE OPEN WATERS. THE CONTRACTOR SHALL NOT ENCROACH UPON OR STORE ANY EQUIPMENT/VEHICLE/MATERIALS IN WETLANDS/TRANSITION AREAS/STATE OPEN WATER AREAS BEYOND THOSE APPROVED IN ANY ISSUED PERMITS OR SHOWN ON THE PLANS. THE CONTRACTOR IS PERMITTED TO BE ONLY IN THOSE WETLANDS/TRANSITION AREAS/STATE OPEN WATERS THAT ARE NECESSARY TO GAIN ACCESS TO THE WORK ZONE AS DEPICTED ON THE PLANS AND IN THE WORK ZONE ITSELF. ALL REMAINING AREAS OF WETLANDS, TRANSITION AREAS, OR STREAM ARE NOT TO BE ENCROACHED UPON. THEREFORE, THE CONTRACTOR MUST ADHERE TO THE LOCATIONS OF THE SILT FENCE AND ADHERE TO THE LIMITS OF DISTURBANCE IN THE STREAM. IN ADDITION, STOCKPILES, VEHICLES, AND/OR EQUIPMENT SHALL NOT BE LOCATED WITHIN 50 FEET OF A SLOPE, DRAINAGE FACILITY, WETLAND, OR FLOOD PLAIN OTHER THAN THE CONSTRUCTION AREA SHOWN ON THE PLANS. ALL STOCKPILE BASES SHALL BE PROTECTED BY A HAY BALE BARRIER OR SILT FENCE.

3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NJDOT STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL.

4. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.

5. AREAS OF TEMPORARY IMPACT SHALL BE RESTORED TO ORIGINAL CONDITION AS APPROVED BY THE RE.

6. DISCHARGING OF SEDIMENT-LADEN WATER FROM DEWATERING ACTIVITIES DIRECTLY INTO THE STREAM IS PROHIBITED. DOWNSTREAM AREAS SHALL BE PROTECTED FROM EXCESS TURBIDITY DURING CONSTRUCTION.

7. A DEWATERING BASIN SHALL BE INSTALLED FOR ANY IN-STREAM WORK REQUIRING DRY CONDITIONS WHERE RETURN DISCHARGES CAN RELEASE TURBID WATERS DOWNSTREAM. ALL DEWATERING REQUIRES USE OF A DEWATERING BASIN TO SETTLE OUT SUSPENDED SOLIDS. THE AREA OF RETURN DISCHARGE TO THE WATERWAY SHALL BE ENCOMPASSED BY TURBIDITY BARRIER. THE DEWATERING CONDUIT LEADING INTO THE BASIN SHALL BE FITTED WITH A SEDIMENT CONTROL BAG. VEGETATION AND OTHER AREAS OF TEMPORARY IMPACT, AS SHOWN ON THE PLANS, SHALL BE PRESERVED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8. STREAM FLOW SHALL BE MAINTAINED AT ALL TIMES, REGARDLESS OF HOW THE CONSTRUCTION IS STAGED. FLOATING TURBIDITY BARRIER MUST BE USED. FLOATING TURBIDITY BARRIER SHALL BE TIED TO ONE BANK AND SURROUND THE IN-STREAM WORK. IF WATER IS TOO SHALLOW FOR FLOATING TURBIDITY BARRIER, USE TURBIDITY DAM INSTEAD. EARTHEN BERMS SHALL NOT BE USED AS COFFERDAMS.

9. THE FOLLOWING TIMING RESTRICTIONS APPLY: IN ORDER TO PROTECT THE GENERAL GAME AND ANADROMOUS FISHERY RESOURCES IN THE SOUTH BRANCH RAHWAY RIVER FROM SEDIMENTATION, PROPOSED CONSTRUCTION ACTIVITIES ARE PROHIBITED BETWEEN APRIL 1 AND JULY 31 EACH YEAR. IN ADDITION, ANY ACTIVITY WITHIN THIS WATERCOURSE WHICH COULD INTRODUCE SEDIMENT INTO THE RIVER OR WHICH COULD CAUSE AN INCREASE IN THE NATURAL LEVEL OF TURBIDITY IS ALSO PROHIBITED DURING THIS PERIOD. THE NJDEP RESERVES THE RIGHT TO SUSPEND ALL REGULATED ACTIVITIES ON-SITE SHOULD IT BE DETERMINED THAT PROPER PRECAUTIONS HAVE NOT BEEN TAKEN TO ENSURE CONTINUOUS COMPLIANCE WITH THIS CONDITION.

10. ANY CHANGES TO PERMIT RELATED WORK WILL REQUIRE NJDEP APPROVAL.

11. ANY EXCAVATED MATERIAL THAT WILL NOT BE USED AS BACKFILL MUST BE DISPOSED OF IN A LAWFUL MANNER OUTSIDE THE LIMITS OF ANY REGULATED FLOODPLAIN, OPEN WATER, FRESHWATER WETLAND OR ADJACENT TRANSITION AREAS. DISPOSAL SHALL BE CONDUCTED IN SUCH A MANNER AS TO NOT INTERFERE WITH THE POSITIVE DRAINAGE OF THE RECEIVING AREA.

12. A COPY OF THE PERMIT(S) SHALL BE KEPT AT THE WORK SITE AND SHALL BE EXHIBITED UPON REQUEST OF ANY PERSON.

13. DURING THE COURSE OF THE CONSTRUCTION, NEITHER THE APPLICANT NOR ITS AGENT SHALL CAUSE OR PERMIT ANY UNREASONABLE INTERFERENCE WITH THE FREE FLOW OF THE STREAM BY PLACING OR DUMPING ANY MATERIALS, EQUIPMENT, DEBRIS, OR STRUCTURES WITHIN OR ADJACENT TO THE STREAM CORRIDOR. UPON COMPLETION OR ABANDONMENT OF THE WORK, THE APPLICANT AND/OR ITS AGENTS SHALL REMOVE AND DISPOSE OF IN A LAWFUL MANNER ALL EXCESS MATERIALS, EQUIPMENT AND DEBRIS FROM THE STREAM CORRIDOR AND ADJACENT AREAS.

14. ALL TERMS AND CONDITIONS OF NJDEP PERMITS/WAIVERS SHALL BE ADHERED TO.

15. ANY DISTURBED AREA THAT WILL BE LEFT EXPOSED FOR MORE THAN 30 DAYS, SHALL IMMEDIATELY RECEIVE TEMPORARY SEEDING AND STRAW MULCHING (SEE SOIL EROSION AND SEDIMENT CONTROL NOTES).

16. THE DEWATERING BASIN FOR ALL CONSTRUCTION ACTIVITIES IN THE STREAM SHALL BE CONSTRUCTED WITHIN RIGHT OF WAY.

17. NATURAL SUBSTRATE FROM THE AREA OF DISTURBANCE SHALL BE UTILIZED TO FILL VOIDS WITHIN THE ARTICULATED CONCRETE BLOCK MATS. VOIDS SHALL BE FILL FLUSH WITH THE TOP OF MATS AFTER PLACING THE CONCRETE BETWEEN THE ACB MAT ENDS. LARGER STONES FROM THE NATURAL STREAM BED MATERIAL SHALL BE EMBEDDED RANDOMLY IN THE CONCRETE SURFACE, AVOIDING THE LOW-FLOW AREA.

18. NO RAW CONCRETE SHALL COME IN CONTACT WITH THE WATER. CONCRETE MUST CURE FOR A MINIMUM OF 7 DAYS PRIOR TO WATER FLOW OVER THE CONCRETE. ANY GROUT/CONCRETE THAT COMES IN CONTACT WITH THE WATER MUST BE REMOVED IMMEDIATELY. NO PUMP WATER FROM GROUT/CONCRETE OPERATIONS MAY BE DISCHARGED DIRECTLY TO THE WATER BODY. ALL PUMPED WATER SHALL BE DISCHARGED TO A HOLDING TANK AND DISPOSED OF PROPERLY.

19. CONCRETE DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH 201.03.08 OF THE STANDARD SPECIFICATIONS AND SHALL NOT BE USED IN THE CONSTRUCTION OF EMBANKMENTS.

**SITE RESTORATION OF DISTURBED AREA NOTES**

- ALL VEGETATED AREAS WITHIN THE DISTURBED LIMITS OF THE PROJECT SHALL RECEIVE TOPSOIL, FERTILIZER, HYDRO-SEEDING AND MULCH. ALL SEEDED AREAS SHALL BE MULCHED WITH SALT HAY, PENN MULCH, OR APPROVED EQUIV. SEE NATIVE MEADOW SEED MIX DETAIL FOR RESTORATION SEED MIXTURE.
- TOPSOIL SHALL BE SCREENED TOPSOIL SHALL CONTAIN NO STONES, LUMPS, ROOTS, OR SIMILAR OBJECTS LARGER THAN 1/2 INCH IN ANY DIMENSION, AND SHALL HAVE A PH VALUE OF NOT LESS THAN 5.8. WHEN THE PH VALUE OF THE TOPSOIL IS LESS THAN 5.8, IT SHALL BE INCREASED BY APPLYING GROUND LIMESTONE AT A RATE NECESSARY TO ATTAIN A PH VALUE OF 6.5. TOPSOIL SHALL BE INSPECTED AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER PRIOR TO PLACEMENT. ANY TOPSOIL IMPORTED FOR CONSTRUCTION SHALL BE CERTIFIED CLEAN, WHEN THE ORGANIC CONTENT OF THE TOPSOIL FURNISHED FROM SOURCES OUTSIDE THE LIMITS OF THE PROJECT IS LESS THAN 2.75 PERCENT, IT SHALL BE INCREASED BY ADDING PEAT AT A RATE NECESSARY TO ATTAIN THIS MINIMUM ORGANIC CONTENT. THE ORGANIC CONTENT OF SOILS SHALL BE DETERMINED BY THE LABORATORY USING THE CHROMIC ACID TITRATION METHOD, AS DESCRIBED IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CIRCULAR 757. ALL LABORATORY TESTING REPORTS SHALL BE SUBMITTED TO THE PROJECT LANDSCAPE ARCHITECT OR ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION. THE GRADATION OF THE TOPSOIL FURNISHED FROM SOURCES OUTSIDE THE LIMITS OF THE PROJECT SHALL BE DETERMINED BY THE LABORATORY, USING THE BOUYCOUCOS HYDROMETER ANALYSIS CONFORMING TO THE REQUIREMENTS OF CURRENT A.A.S.H.O. DESIGNATION T88.
- CONTRACTOR SHALL WATER SEEDED AREAS DAILY AND AS REQUIRED TO ESTABLISH NEW TURF/MEADOW LAWN AREAS.

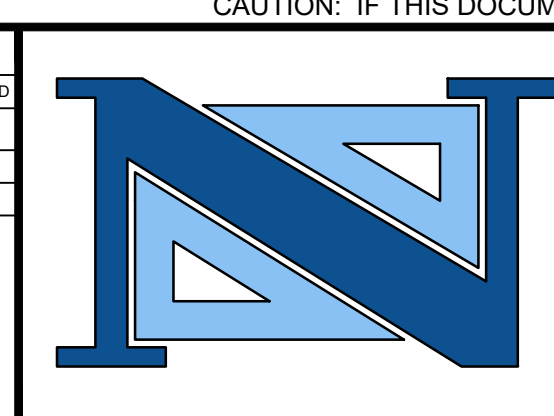
**WATERWAY STAGING AND DIVERSION NOTES:**

- STREAM DIVERSION STAGES 1 AND 2 CAN BE DONE IN ANY ORDER.
- THE TOP OF COFFERDAM SHALL NOT EXCEED EL. 8.50
- UPSTREAM AND DOWNSTREAM SECTIONS DEPICT THE FINAL CONSTRUCTED ACBM.

**GENERAL NOTES:**

- SEE CONSTRUCTED NOTES FOR ARTICULATED CONCRETE BLOCK MAT (ACBM) DETAILS.
- BACKFILL WITH SUITABLE EXCAVATED ON SITE MATERIAL OR COARSE AGGREGATE STONE. SIZE NO.57 AS DIRECTED BY THE RE.
- REFER TO SHEET NO. 3 FOR LOCATION OF THE TEMPORARY COFFERDAMS.

REVISIONS			DRAWN	DESIGNED	CHECKED
NO.	DATE	DESCRIPTION			
1	1/24/2023	REVISED PLANS FOR BIDDING	A.S.	D.A.	
2	3/19/2023	REVISED PER NJDOT COMMENTS	A.S.	D.A.	
3	5/16/2023	ISSUED FOR BID	J.V.	D.A.	



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ANTHONY KURUS, P.E., P.P.  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 38604

A PROJECT OF  
**NEGLIA ENGINEERING ASSOCIATES**  
34 PARK AVENUE  
TEL: 201-939-8805  
LYNDHURST, NEW JERSEY  
FAX: 201-939-0846  
E-MAIL: NEA@NEGLIAENGINEERING.COM

**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
PROFESSIONAL ENGINEER  
N.J. LICENSE NO. 38604

PROFESSIONAL LAND SURVEYOR  
N.J. LICENSE NO. 38604

PROFESSIONAL PLANNER  
N.J. LICENSE NO. 33L00569800

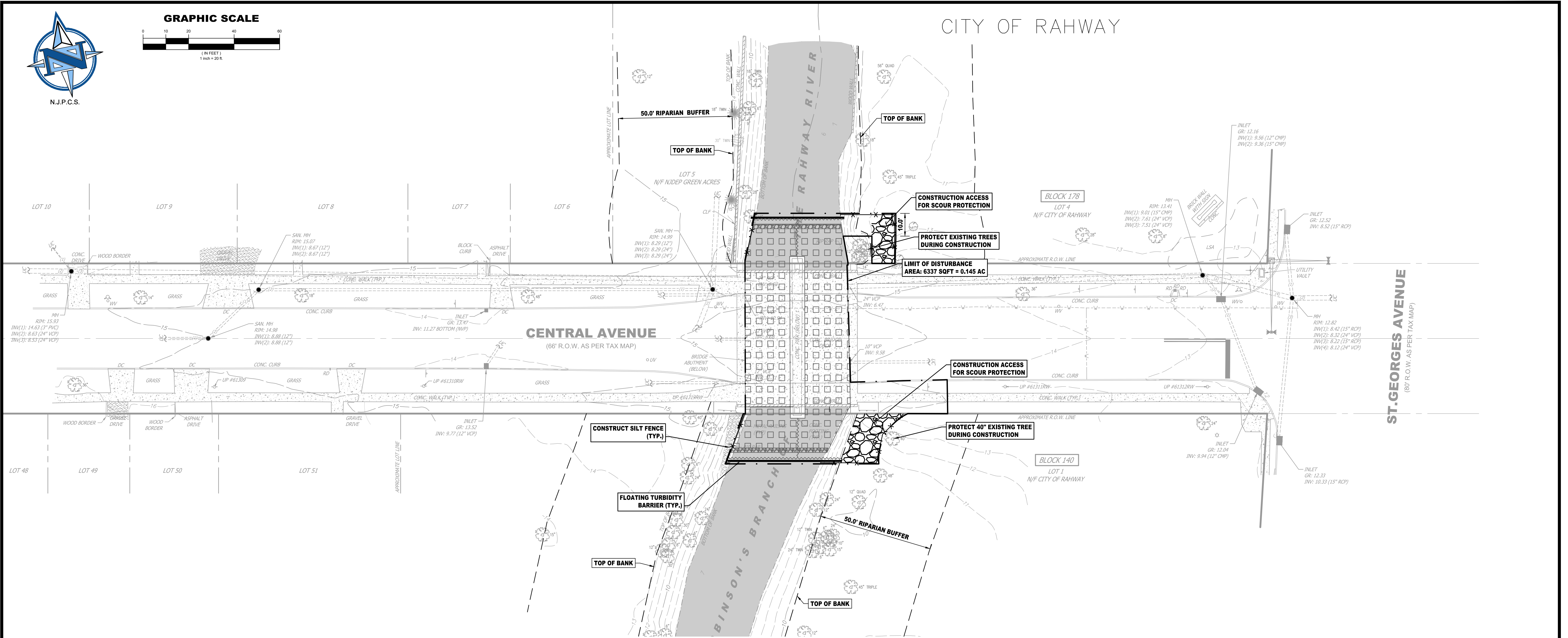
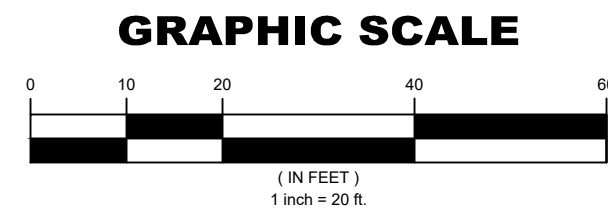
**BRIDGE CROSS SECTIONS & DETAILS**  
**CENTRAL AVENUE, Ra-20,**  
**BRIDGE SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

CERTIFICATE OF AUTHORIZATION (N.J.S.A. 45:8-56) 24GA27927000

DRAWN BY: ML  
DESIGNED BY: ML  
FIELD BOOK NO:

CHECKED BY: AK  
SCALE: NTS  
PAGE:

PROJECT NO.: UNIOCTY18.014  
SHEET NO.: 2.01  
DATE: JANUARY 24, 2023



**SEQUENCE OF CONSTRUCTION**

ACTIVITY	APPROXIMATE DURATION (days)
1. INSTALL CONSTRUCTION ENTRANCES.	1 DAYS
2. INSTALL SEDIMENT CONTROL MEASURES.	2 DAYS
3. BEGIN SELECTIVE SITE CLEARING AND GRUBBING.	3 DAYS
4. BEGIN STRIPPING TOPSOIL.	2 DAYS
5. EARTHWORK & ROUGH GRADING.	4 DAYS
6. PLACE INLET SEDIMENT CONTROL DEVICE AS STRUCTURES ARE COMPLETED.	2 DAYS
7. INSTALL DRAINAGE & UTILITY PROTECTION.	2 DAYS
8. BEGIN FINAL GRADING TO MATCH EXISTING GRADING.	11 DAYS
9. INSTALL CONCRETE BLOCK MATTING	15 DAYS
10. INSTALL RIPRAP STONE SCOUR PROTECTION.	11 DAYS
11. TOPSOIL, HYDROSEED AND MULCH AS AREAS OF SITE ARE COMPLETED.	4 DAYS
12. REMOVE SOIL EROSION MEASURES.	3 DAYS
TOTAL DURATION	60 DAYS

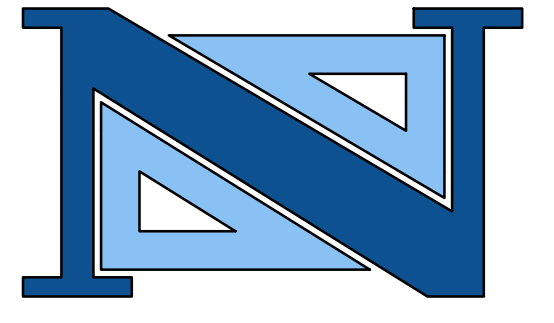
**SOIL DE-COMPACTION NOTE:**  
 1. THIS PROJECT IS EXEMPT FROM SOIL DE-COMPACTION REMEDIATION AND COMPACTION TESTING, SINCE IT IS LOCATED WITHIN AN URBAN REDEVELOPMENT AREA.

**GENERAL NOTES:**  
 1. EXISTING CONDITIONS AS PER PLAN ENTITLED "TOPOGRAPHIC SURVEY, ROBINSON'S BRANCH OF THE RAHWAY RIVER, BRIDGE & PORTION OF CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY", SHEET 1 OF 1 PREPARED BY NEGLIA ASSOCIATES.

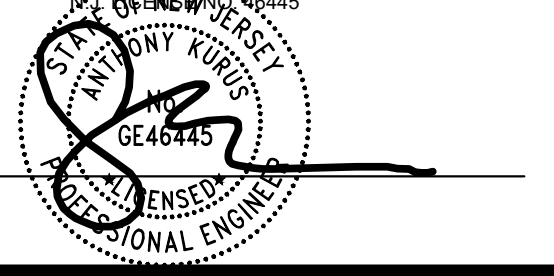
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REVISIONS			DRAWN	DESIGNED	CHECKED
NO.	DATE	DESCRIPTION			
1.	1/24/2023	REVISED PLANS FOR BIDDING	A.S.	D.A.	
2.	3/19/2023	REVISED PER NJDOT COMMENTS	A.S.	D.A.	
3.	5/19/2023	ISSUED FOR BID	J.V.	D.A.	



**ANTHONY KURUS, P.E., P.P.**  
 PROFESSIONAL ENGINEER  
 34 PARK AVENUE  
 TEL: 201-939-8805



A PROJECT OF  
**NEGLIA ENGINEERING ASSOCIATES**  
 34 PARK AVENUE  
 TEL: 201-939-8805  
 LYNDHURST NEW JERSEY  
 FAX: 201-939-0846  
 E-MAIL: NEA@NEGLIAENGINEERING.COM  
**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
 PROFESSIONAL ENGINEER N.J. LICENSE NO. 38604  
 PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38604  
 PROFESSIONAL PLANNER N.J. LICENSE NO. 33LI00569800

**SOIL EROSION AND SEDIMENT CONTROL PLAN**  
**CENTRAL AVENUE, Ra-20,**  
**BRIDGE SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

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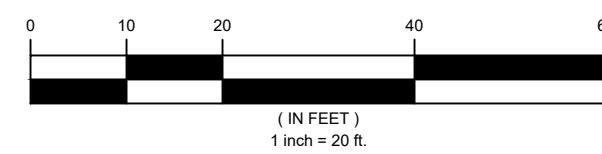
PROJECT NO: UNIOCTY18.014  
 SHEET NO: 3.00  
 DATE: JANUARY 24, 2023

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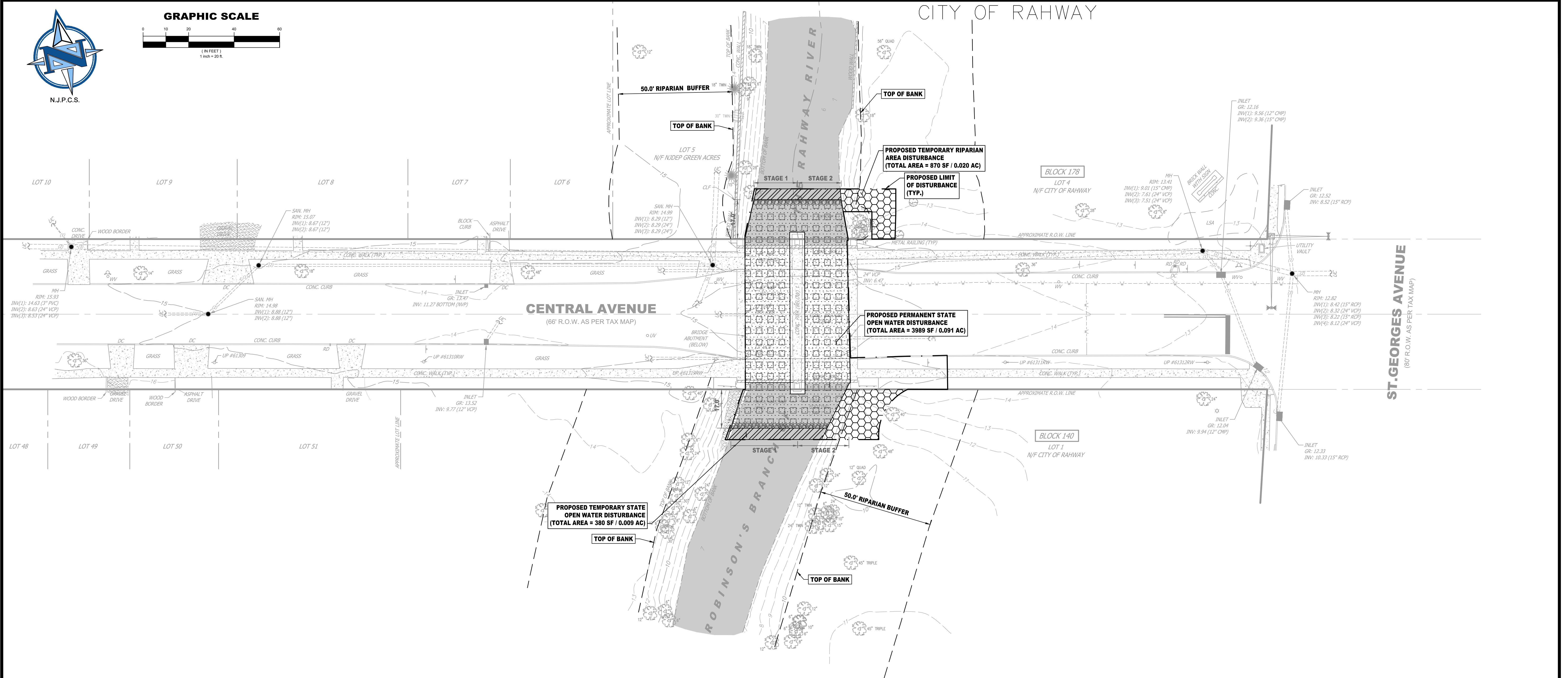




**GRAPHIC SCALE**



CITY OF RAHWAY



**GENERAL NOTES:**

- EXISTING CONDITIONS AS PER PLAN ENTITLED "TOPOGRAPHIC SURVEY, ROBINSON'S BRANCH OF THE RAHWAY RIVER, BRIDGE & PORTION OF CENTRAL AVENUE, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY", SHEET 1 OF 1 PREPARED BY NEGLIA ASSOCIATES.
- THE FLOOD HAZARD ELEVATION AT THE PROJECT SITE IS ±19.1' AS PER METHOD 3 (FEMA FLUVIAL METHOD) OF N.J.A.C. - 7:13-3.4, AS PER FEMA FLOOD INSURANCE STUDY FLOOD PROFILES, ROBINSON BRANCH. THE ENTIRE PROJECT IS WITHIN THE FLOOD HAZARD AREA.
- NO FILL OR ABOVE ABOVE STRUCTURES ARE PROPOSED IN THE FLOOD HAZARD AREA.
- NO NEW IMPERVIOUS SURFACE IS PROPOSED.
- ALL ELEVATIONS ARE AS PER NAVD 1988
- TOTAL DISTURBANCE AREA FOR THE PROJECT IS
- SEE PLAN FOR REGULATED AREA/LIMITS OF REGULATED ACTIVITY DISTURBANCE
- NO WETLANDS ENCOUNTERED WITHIN PROJECT AREA.

RIPARIAN ZONE CALCULATION		
	ALLOWABLE PER TABLE 11.2	PROPOSED
CHANNEL ARMORING ACCESS	1,000 SF	870 SF
TOTAL	1,000 SF	870 SF

**STATE OPEN WATER DISTURBANCE:**

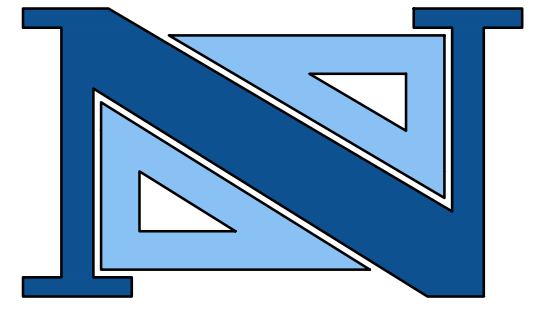
NJDEP WETLAND  
 TOTAL PERMANENT STATE OPEN WATER DISTURBANCE = 3989 SF (0.091 AC)  
 TOTAL TEMPORARY STATE OPEN WATER DISTURBANCE = 380 SF (0.009 AC)  
 TOTAL PROPOSED CUMULATIVE DISTURBANCE OF FRESHWATER WETLANDS, TRANSITIONS AREAS, AND STATE OPEN WATERS = 4335 SF (0.100 AC)

NJDEP PERMITTING LEGEND	
PROPOSED PERMANENT STATE OPEN WATER DISTURBANCE	
PROPOSED TEMPORARY RIPARIAN (BUFFER) ZONE DISTURBANCE	
PROPOSED TEMPORARY STATE OPEN WATER DISTURBANCE	

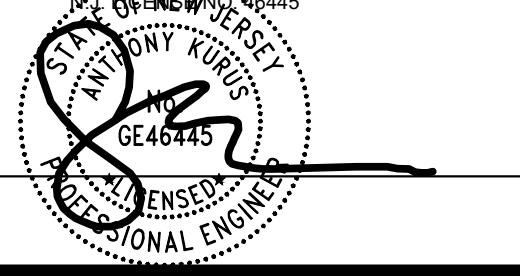
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REVISIONS				
NO.	DATE	DESCRIPTION	DRAWN	CHECKED
1.	1/24/2023	REVISED PLANS FOR BIDDING	A.S.	D.A.
2.	3/19/2023	REVISED PER NJDOT COMMENTS	A.S.	D.A.
3.	5/19/2023	ISSUED FOR BID	J.V.	D.A.



**ANTHONY KURUS, P.E., P.P.**  
PROFESSIONAL ENGINEER



A PROJECT OF  
**NEGLIA ENGINEERING ASSOCIATES**  
 34 PARK AVENUE LYNDHURST NEW JERSEY  
 TEL: 201-939-8805 FAX: 201-939-0846 E-MAIL: NEA@NEGLIAENGINEERING.COM

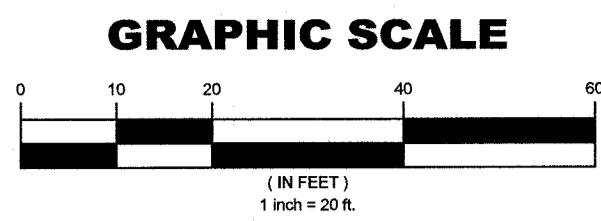
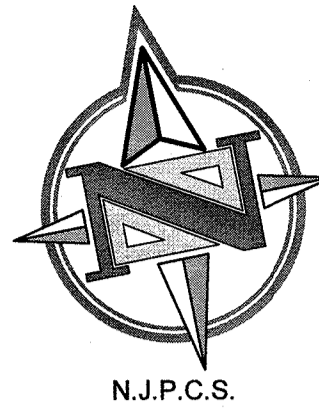
**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
 PROFESSIONAL ENGINEER N.J. LICENSE NO. 38604  
 PROFESSIONAL LAND SURVEYOR N.J. LICENSE NO. 38604  
 PROFESSIONAL PLANNER N.J. LICENSE NO. 33LI000598900

**NJDEP PERMITTING PLAN**  
**CENTRAL AVENUE, Ra-20,**  
**BRIDGE SCOUR PROTECTION**  
**CITY OF RAHWAY**  
**UNION COUNTY NEW JERSEY**

DESIGNED BY: ML CHECKED BY: AK PROJECT NO.: UNIOCTY18.014 SHEET NO.: 5.00  
 SCALE: 1" = 20' DATE: JANUARY 24, 2023  
 FIELD BOOK NO.: PAGE:

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PLAN LEGEND:

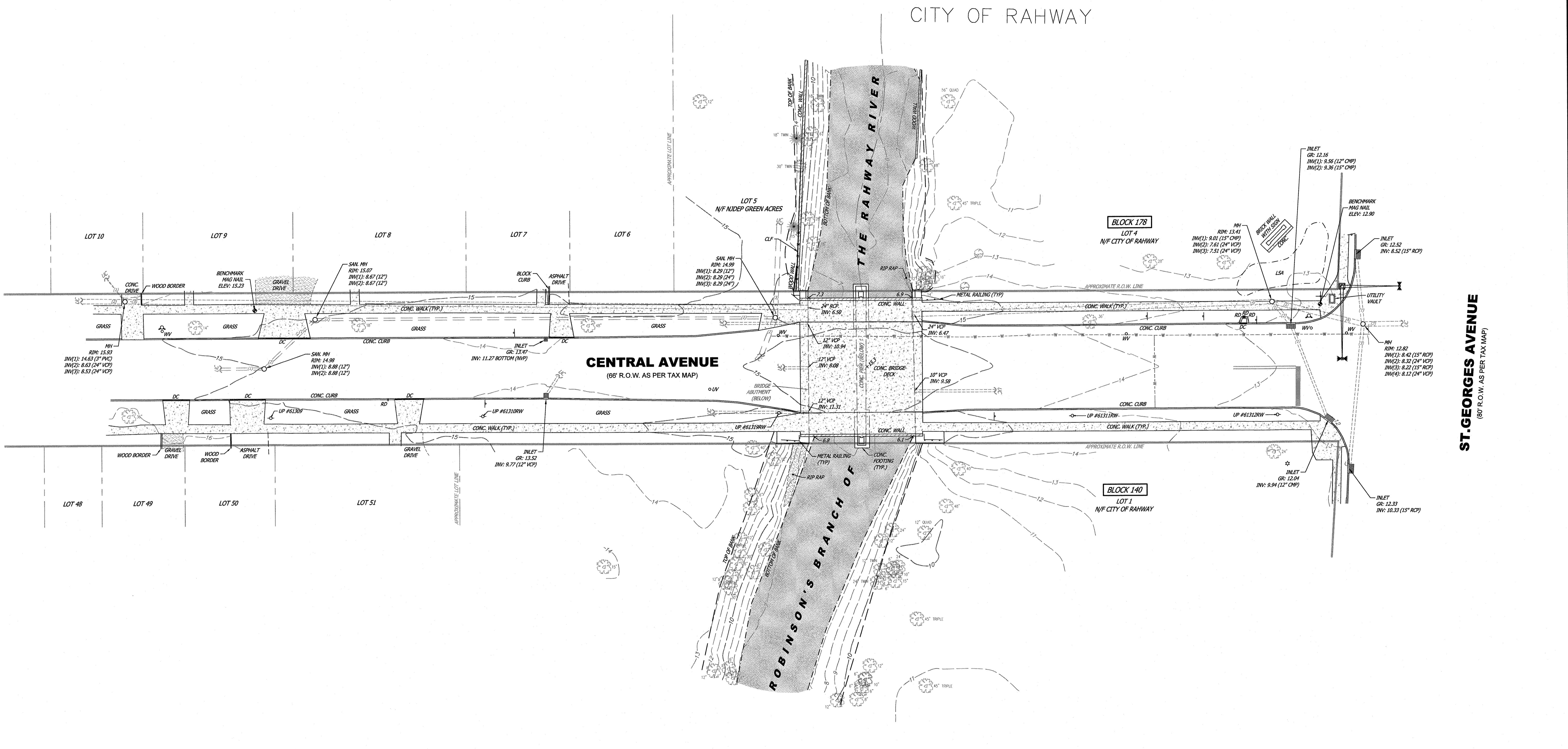
	SURVEY CALL		DEED CALL		FIRE HYDRANT		CHAIN LINK FENCE
	INLETS		SIGNS		HANDICAPPED SPACE		FINISHED FLOOR(SIL)
	TREES		UTILITY POLE		ELECTRIC MARKOUT		STORM SEWER LINE
	SHRUB		LIGHT POLE		FIBER OPTIC MARKOUT		SANITARY SEWER LINE
	ROOF DRAIN		WATER VALVE		GAS MARKOUT		TELEPHONE MARKOUT
	DEPRESSED CURB		GAS VALVE		OVERHEAD WIRES		WATER MARKOUT
	EDGE OF PAVEMENT		CLEAN-OUT		UNKNOWN CONNECTION		ELECTRIC METER
			UNKNOWN VALVE		MANHOLE		LANDSCAPED AREA
			NO VISIBLE PIPE		NO VISIBLE PIPE		

**NEW JERSEY CERTIFICATION:**  
 TO: CITY OF RAHWAY, I CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF NEW JERSEY, AND THAT THIS MAP OR PLAN IS A RESULT OF A FIELD SURVEY MADE ON OCTOBER 28, 2019 UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF ENGINEERS AND LAND SURVEYORS. I DECLARE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

**SURVEY NOTES:**  
 1. THIS IS NOT A BOUNDARY SURVEY. THE LOT LINES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY.  
 2. SUBJECT TO EASEMENTS AND/OR RESTRICTIONS OF RECORD AND RIGHTS OR CLAIMS OF PARTIES IN POSSESSION OF THE SUBJECT LAND OR ADJOINING LANDS AND/OR EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORD.  
 3. UNDERGROUND UTILITIES IF DEPICTED ARE BASED ON VISIBLE EVIDENCE. THE LACK OF UTILITY

INFORMATION DOES NOT DENY THE EXISTENCE OF SAME. PRIOR TO ANY DESIGN OR CONSTRUCTION THE PROPER UTILITY AGENCIES MUST BE CONTACTED TO VERIFY THE PRESENCE OR ABSENCE OF UTILITIES.  
 4. WETLANDS ARE NOT DEPICTED. THE LACK OF WETLANDS INFORMATION DOES NOT DENY THE EXISTENCE OF SAME. SITE REVIEW AND DELINEATION BY A QUALIFIED PROFESSIONAL IS REQUIRED TO VERIFY THE PRESENCE OR ABSENCE OF WETLANDS.  
 5. TOXIC WASTES ARE NOT DEPICTED. THE LACK OF TOXIC WASTE INFORMATION DOES NOT DENY THE EXISTENCE OF SAME. SITE REVIEW FOR THE SAME SHOULD BE PURSUED AND APART FROM THIS SURVEY.  
 6. FENCES & WALLS HAVE BEEN LOCATED AT THE BOTTOM OF THE STRUCTURE, AT THE TIME OF FIELD SURVEY.  
 7. THE MERIDIAN OF THIS SURVEY IS BASED ON THE NEW JERSEY PLANE COORDINATE SYSTEM NAD83(2011) AS ESTABLISHED USING GPS METHODS AND THE SMARTNET NETWORK.  
 8. ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988(NVD88) AS ESTABLISHED USING GPS METHODS AND THE SMARTNET NETWORK.

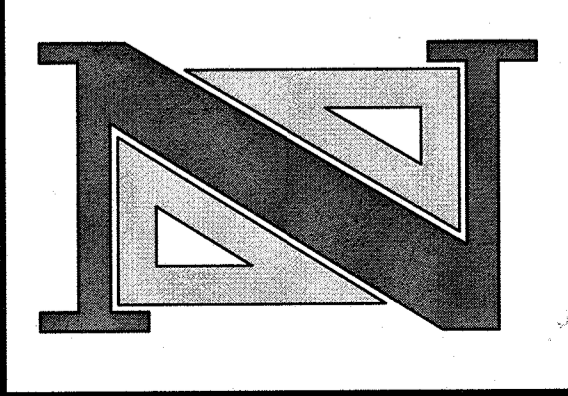
**REFERENCES:**  
 1. LOT AND BLOCK NUMBERS SHOWN HEREON REFER TO THE CITY OF RAHWAY TAX MAP SHEETS NO. 37 & 49.



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**GARY A. VEENSTRA, P.L.S.**  
 PROFESSIONAL LAND SURVEYOR  
 N.J. LICENSE NO. 24659721300

NEGLIA ENGINEERING ASSOCIATES  
 34 PARK AVENUE  
 LYNDHURST, NEW JERSEY  
 TEL: 201-639-8805  
 FAX: 201-639-0848  
 E-MAIL: NEA@NEGLIAENGINEERING.COM

**MICHAEL J. NEGLIA, P.E., P.L.S., P.P.**  
 PROFESSIONAL ENGINEER  
 N.J. LICENSE NO. 38604

PROFESSIONAL LAND SURVEYOR  
 N.J. LICENSE NO. 38604

PROFESSIONAL PLANNER  
 N.J. LICENSE NO. 33L00589800

**TOPOGRAPHIC SURVEY**  
**ROBINSON'S BRANCH OF THE RAHWAY RIVER**  
**BRIDGE & PORTION OF CENTRAL AVENUE**  
**CITY OF RAHWAY**  
**UNION COUNTY**      **NEW JERSEY**

PROJECT NO.: UNIOCTY18.014  
 SHEET NO.: 1 OF 1  
 DATE: NOVEMBER 4, 2019

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