

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

BOARD OF COUNTY COMMISSIONERS	DATE:	July 20, 2023
SERGIO GRANADOS Chair	FROM:	Ricardo S. Matias, PE, CME, CFM 😡 County Engineer
KIMBERLY PALMIERI-MOUDED Vice-Chairwoman	то:	All Potential Bidders
JAMES E. BAKER, JR.		
JOSEPH C. BODEK	RE:	CLARIFICATION 1
DR. ANGELA R. GARRETSON		Union County Dam Maintenance and Repair Project, County of Union, New Jersey
BETTE JANE KOWALSKI		BA#25-2023; Union County Engineering Project #2022-002
LOURDES M. LEON		
ALEXANDER MIRABELLA		
REBECCA WILLIAMS	Please see the below responses to questions received for the above referenced project.	
EDWARD T. OATMAN County Manager	Questions #	1:
AMY CRISP WAGNER Deputy County Manager	I am seeking clarification of Item 13F and the two alternates. All three items contain the same description and the same quantity. But, I don't see any information differentiating one from the other in terms of scope or location. Can you please provide some clarification as to the work to be included in each?	
BRUCE H. BERGEN, ESQ. County Counsel		
JAMES E. PELLETTIERE Clerk of the Board	<b>'Vegetation</b>	: nd '13F – Alt 1' and '13F- Alt 2' are all the same type of work – Removal/Restoration and Turf Reinforcement Mat' which is or the slopes along the side of the Lenape Lake Dike. The total
RICARDO S. MATIAS PE, CME, CFM County Engineer	quantity of SY along the Dike slopes that requires this work exceeds 6,666 SY.	
Director, Division of Engineering	vegetation' j requirement removal'. T stream, both	awing 05A requires that the contractor 'remove brush and woody from a number of areas around the Lower Echo Lake Dam. This further includes 'excavation to confirm complete root system & bulb wo of the areas for which this directive is provided are islands in the of which contain rock walls around their perimeters. One of these whree trees, each in excess of 60 feet in height, growing from it. The

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**RICARDO S. MATIAS PE, CME, CFM** *County Engineer Director, Division of Engineering*  root systems for each of these trees are likely to be extensive. Are these trees included in the 'woody vegetation' referenced in the drawing requirement, or does this refer to low growth brush? If included, removal of the complete root systems would be virtually impossible without the complete disappearance of the island in question. Please clarify the scope of work on this island.

#### Response #2:

Per the specification notes on Sheet 18, 'brush and woody vegetation' includes all trees up to 2" diameter or less. Anything over 2" diameter is specifically called out as 'tree removal'. The large trees on the Lower Echo Lake islands are not called out to be removed.

#### **Ouestion #3:**

Note 5G on Contract Drawing 05B requires a galvanized plate to be installed (as req'd) and a new locking mechanism to fit the existing gear. No detail is provided to size the plate or to provide the requested locking mechanism. Are any details available for this work? I have visited the site and the gear in question is not accessible for view and/or measurement. I've attached a photo to show what is visible/accessible.

#### Response #3:

Attached are 2 up close photos that show the locking mechanism. The plate and locking mechanism shall be field verified, however the photos should give a sufficient idea for bidding purposes.



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

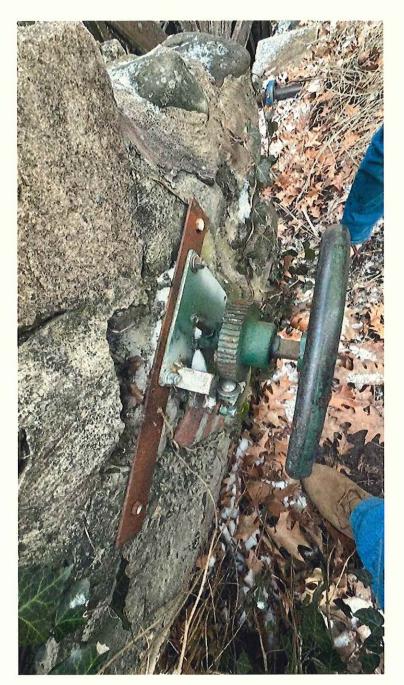


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RICARDO S. MATIAS PE, CME, CFM County Engineer Director, Division of Engineering

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# SPECIFICATIONS

## FOR

Union County Dam Maintenance and Repair Project,

County of Union, New Jersey

BA#25-2023; Union County Engineering Project #2022-002

## **JUNE 2023**

## UNION COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

## COUNTY MANAGER

Edward T. Oatman

## DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES MANAGEMENT

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

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

Prepared by: Colliers Engineering & Design 101Crawfords Corner Road Suite 3400 Holmdel, NJ 07733 T: 732-383-1950

### 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 July 27, 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:

### Union County Dam Maintenance and Repair Project, County of Union, New Jersey BA#25-2023; Union County Engineering Project #2022-002

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

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

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

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

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

# Union County Board of County Commissioners

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NB-1

### Union County Dam Maintenance and Repair Project, County of Union, New Jersey BA#25-2023; Union County Engineering Project #2022-002

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#### **BIDDING DOCUMENTS**

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

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

#### **NEW JERSEY PREVAILING WAGE DETERMINATION DOCUMENTS**

#### PROJECT TECHNICAL SPECIFICATIONS

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

### DEFINITIONS

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

## **OWNER/COUNTY:**

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

### ADDRESS INQUIRIES TO:

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

## ADDRESS BIDS AND SUBMIT TO:

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

### TITLE OF PROJECT:

### Union County Dam Maintenance and Repair Project, County of Union, New Jersey BA#25-2023; Union County Engineering Project #2022-002

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: Colliers Engineering & Design Richard C. Maloney, P.E. Colliers Engineering & Design Office: 732 704 5941 Email: Richard.Maloney@collierseng.com

**COUNTY ENGINEER:** Ricardo S. Matias, PE, CME, CFM Union County, Division of Engineering

# **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.

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

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

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

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

Refer to Bid Document Submission Checklist for all required documents.

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

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

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

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

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

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

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

# 2. WITHDRAWAL OF BID DUE TO MISTAKE

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error** 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 <u>ucbids@ucnj.org</u> with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the Assistant Director, Division of Purchasing at ucbids@ucnj.org, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

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

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

Addenda may be issued by the Assistant Director, Division of Purchasing up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an

addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the *"Acknowledgement of Receipt of Changes"* included in the bid package and must be submitted with the bid.

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

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

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

# 6. BID AND PERFORMANCE GUARANTEE

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

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

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

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

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

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

# 7. COMMENCEMENT AND COMPLETION

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

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

# 8. BIDDER AFFIDAVIT

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

# 9. LABOR AND MATERIALS

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

# **10. INSURANCE REQUIREMENTS**

The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor

must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

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

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

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

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

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

# 11. INDEMNIFICATION REQUIREMENTS

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

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

# **12. ROYALTIES AND PATENTS**

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

# 13. PLANS AND SPECIFICATIONS

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

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

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

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

# 14. GUARANTEE AGAINST DEFECTIVE WORK

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

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

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that

period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

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

# 15. TRAFFIC AND STREET MAINTENANCE

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

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

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

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

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

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

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

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

# 16. CONTRACTOR'S EMPLOYEES

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

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

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

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

# 17. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 2016, c. 43, codified as N.J.S.A. 52:25-24.2.no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies the County unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the

corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding ten percent (10%) or greater interest in that partnership, 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 partnership, or the addresses of every non corporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownership criteria has been listed.

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

(See forms attached)

# 18. NON-COLLUSION AFFIDAVIT

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

# **19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES**

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

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

# 20. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

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

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

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

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

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

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted

by the Union County Board of County Commissioners on May 8, 2014. The resolution is furnished in Section 56 of these General Specifications.

# UNION LABOR IS PREFERRED ON ALL COUNTY WORK

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

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

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

# 21. BRAND NAME OR EQUAL

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

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

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

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

# 22. LINES AND GRADES

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

# 23. NUMBER OF WORKING DAYS

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

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

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

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

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

# 25. STOPPING WORK ON ACCOUNT OF BAD WEATHER

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

# 26. ACCESS FOR OTHER CONTRACTORS

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

# 27. CONDEMNED MATERIALS AND WORK

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

## 28. STORAGE

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

# 29. FINAL CLEAN UP

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

# 30. SUB-LETTING OF WORK

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

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

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

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

## 31. SAFETY

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

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

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

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

# 32. QUALITY, SAFETY AND PERFORMANCE STANDARDS

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

# 33. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

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

# 34. PERMITS

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

## 35. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

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

## **36. CHANGE ORDERS**

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

# 37. SUPPLEMENTAL WORK

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

# 38. FORM OF CONTRACT

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

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

# **39. PROGRESS PAYMENTS**

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

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

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

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

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

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

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

## 40. INSPECTION

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

# 41. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor. The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

## 42. LIQUIDATED DAMAGES

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

## 43. AFFIRMATIVE ACTION REQUIREMENTS

## (REVISED 01/2022)

## EXHIBIT B

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

## <u>N.J.A.C.</u> 17:27-1.1 et seq.

## **CONSTRUCTION CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G-29 Revised: 2022.01.03 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, G-31 Revised: 2022.01.03 which offer training programs to help ensure that Union County will continue to produce a skilled and educated work force in the trade specialties, and thus, strengthen Union County's economy by fostering the development of highly paid trade and craft careers; and

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

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

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

follows:

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

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

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

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

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

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

7. The Contractor Responsibility Certification shall be completed on a form provided by the Union County Purchasing Department and shall reference the project for which a bid is being submitted by name and contract or project number.

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

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

but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.

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

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

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

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

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

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

h. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. The firm participates in an Apprenticeship Program that is currently registered with the USDOL, the NJDOL or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs, for each craft or trade in which it apprentices. The firm shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this Certification. The firm shall continue to participate in applicable apprenticeship programs for the full duration of the contract work. The apprenticeship program in which the firm participates shall have graduated at least one (1) enrollee in each of the past three (3) years. 9. The County of Union may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of legal compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the County of Union may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

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

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

## 57. FEDERAL TERMS

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

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

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

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

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

business enterprises; and,

- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

## 3. PROCUREMENT OF RECOVERED MATERIALS

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

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

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPAdesignated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- 4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- the contractor's (7) In the event of 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 disgualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

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

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

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

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

# 13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

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

## 14. TERMINATION FOR CONVENIENCE PROVISION

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

### 15. BONDING REQUIREMENTS

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

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

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

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

#### MICHELLE HAGOPIAN, ASSISTANT DIRECTOR DIRECTOR / DIVISION OF PURCHASING

#### BID DOCUMENT SUBMISSION CHECKLIST ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED

#### BID SHEETS SHOULD NOT BE SUBMITTED DOUBLE SIDED PAGES, (SINGLE SIDE ONLY)

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.

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

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

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

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

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

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

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

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

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

SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes <u>BOTH</u> of the following documents:

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

- Subcontractor Identification Certification

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

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

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

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

#### **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

#### Union County Dam Maintenance and Repair Project, County of Union, New Jersey BA#25-2023; Union County Engineering Project #2022-002

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

#### BASE BID ITEMS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY		AMOUNT		
1.							
1A	Vegetation Removal/Restoration	LS	1	-			
1B	Debris Removal	LS	1	-			
1C	Turf Reinforcement Mat	LS	1	-			
1D	Concrete Apron & Sill Repair	LS	1	-			
2A	Vegetation Removal/Restoration	LS	1	-			
2B	Debris Removal	LS	1	-			
2C	Repoint Wall	LS	1	-			
2D	Pack Open Joint with Grout	LS	1	-			
2E	Repair Seepage	LS	1	-			
3.	Milton Lake						
3A	Vegetation Removal/Restoration	LS	1	-			
3B	Debris Removal	LS	1	-			
3C	Repoint Stones/Wall	LS	1	-			
3D	Riprap Stone Repairs	LS	1	-			
4.	Upper Echo Lake						
4A	Vegetation Removal/Restoration	LS	1	-			
4B	Debris Removal	LS	1	-			
4C	Turf Reinforcement Mat	LS	1	-			
4D	Repoint/Mortar Wall	LS	1	-			
4E	Concrete Cap Repair	LS	1	-			
5.							
5A	Vegetation Removal/Restoration	LS	1	-			
5B	Debris Removal	LS	1	-			
5C	Replace Grout and Stones/Repoint	LS	1	-			
5D	Riprap Restoration	LS	1	-			
5E	Concrete Spall Repair	LS	1	-			
5F	Extend Grease Ports	LS	1	-			
5G	Repair Gate Lock	LS	1	-			
5H	Remove Debris/Silt	LS	1	-			
51	Resecure/Clean Screen Boards	LS	1	-			
5J	Replace Screen Gate	LS	1	-			
6.							
6A	Vegetation Removal/Restoration	LS	1	-			
6B	Debris Removal	LS	1	-			
6C	Turf Reinforcement Mat	LS	1	-			
6D	Tie Out Embankment	LS	1	-			
	Jacksons Pond						
7A	Vegetation Removal/Restoration	LS	1	-			
7B	Debris Removal	LS	1	-			
7C	Pack Joint with Grout	LS	1	_			

8.	Seeley's Pond						
8A	Vegetation Removal/Restoration	LS	1	-			
8B	Debris Removal	LS	1	-			
8C	Repoint Masonry Joints	LS	1	-			
9.							
9A	Vegetation Removal/Restoration	LS	1	-			
9B	Debris Removal	LS	1	-			
9C	Reseal Cap Joints	LS	1	-			
9D	Repair Seepage	LS	1	-			
10.	Lake Surprise						
10A	Vegetation Removal/Restoration	LS	1	-			
10B	Debris Removal	LS	1	-			
10C	Replace Grout and Stones	LS	1	-			
11.	11. Nomahegan Park						
11A	Vegetation Removal/Restoration	LS	1	-			
11B	Debris Removal	LS	1	-			
11C	Repoint Wall	LS	1	-			
11D	Seal Open Joints	LS	1	-			
11E	Repair Concrete Cap	LS	1	-			
	Rahway						
12A	Vegetation Removal/Restoration	LS	1	-			
12B	Debris Removal	LS	1	-			
12C	Repair Seepage	LS	1	-			
13.	13. Lenape Lake						
13A	Stump Removal	UN	250	-			
13B	Dike Breach Repair	LS	1	-			
13C	HMA 9.5M64 Overlay, 2" Thick	TON	450	-			
13D	Base Repair (Full Depth - 4" DGA/ 2" HMA)	SY	200	-			
13E	Topsoil on Side of HMA	LS	1	-			
13F	Vegetation Removal/Restoration and Turf Reinforcement Mat	SY	2,222	-			

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

Forty Thousand Dollars Written <u>**\$40,000**</u> Figures

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

Written

Figures

#### ALTERNATE 1 ITEMS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
13. Lenape Lake					
42E AL T4	Vegetation Removal/Restauction	ev	2 2 2 2 2		1
13F - ALT1	Vegetation Removal/Restoration and Turf Reinforcement Mat	SY	2,222	-	

TOTAL ALTERNATE 1 AMOUNT:

Written

Figures

#### ALTERNATE 2 ITEMS:

13. Lenape I			QUANTITY	PRICE	
13. Lenape i	Lake				
	egetation Removal/Restoration	SY	2,222	-	

TOTAL ALTERNATE 2 AMOUNT:

Written

Figures

**Bid Scenarios** 

**Total BASE BID** 

Written

**Total BASE BID + ALTERNATE 1** 

Written

Total BASE BID + ALTERNATE 1 + ALTERNATE 2

Written

Figures

## **BASIS OF AWARD:**

- 1. The lowest total Base Bid Proposal will determine the basis of award.
- 2. Should sufficient funds be available for the award of Alternate Proposal 1, the basis of award shall be determined by the lowest Base Bid Proposal + Alternate Proposal 1.
- 3. Should sufficient funds be available for the award of Alternate Proposal 1 & 2, the basis of award shall be determined by the lowest Base Bid Proposal + Alternate Proposal 1 + Alternate Proposal 2.

Figures

Figures

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

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

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

NAME OF BIDDER

ADDRESS OF BIDDER

ORIGINAL SIGNATURE

ORIGINAL SIGNATURE CORPORATE SECRETARY

PRINT NAME AND TITLE CORPORATE SECRETARY TEL: FAX: \_\_\_\_\_ E-Mail:

BY:

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:
$\underline{Part I}$ Check the box that represents the type of business organization:
Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
For-Profit Corporation (any type)
Partnership Limited Partnership Limited Liability Partnership (LLP)
Other (be specific):
<u>Part II</u>

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

OR

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

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

Name of Individual or Business Entity	Address

# $\underline{Part \, III}$ 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:	
Telephone:	Subcontract Amount: \$
Specific Scope of Work Subcontracted:	
License No	_
Company Name:	
Address:	
Telephone:	Subcontract Amount: \$
Specific Scope of Work Subcontracted:	

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

(Continued on following page)

**BID PACKAGE.** 

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

#### SUBCONTRACTOR IDENTIFICATION CERTIFICATION

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

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

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

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

Witness

Date \_\_\_\_\_

NAME OF BIDDER

ADDRESS

By:

ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

#### ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

(Name of Construction /Public Works Project)

(Project or Bid Number)

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

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

ACKNOWLEDGMENT BY BIDDER:

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

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

New Mandatory Requirement - Effective 1/18/2010

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

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

Proof of business registration shall be

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

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730. **Note: A NJ Certificate of Authority is not acceptable.** 

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

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

#### IN ADDITION:

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

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

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

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

#### **BUSINESS REGISTRATION**

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

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

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

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

During the course of contract performance:

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

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

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

BUSINESS RI	TE OF NEW JERSEY EGISTRATION CERTIFICATE D CASINO SERVICE CONTRACTORS	DEPARTMENT OF THEABURY DIVISION OF REVENUE NO BOX 252	BU BU	STATE OF NEW SINESS REGISTRATION	ON CERT		E
TAXPAYER NAME:	TRADE NAME:	TRENTON, N J INSECURIN	Taxpayer Name: Trade Name:	TAX REG TEST ACCOUNT		64. <del>546.</del> 64	57
TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION#: 970-097-382/500	CLIENT REGISTRATIO SEQUENCE NUMBER: 0107530	4	Address:	847 ROEBLING AVE TRENTON, NJ 08611			
ADDRESS:	ISSUANCE DATE:		Certificate Number:	1093907			
847 ROEBLING AVE TRENTON NJ 08011	OTISAIDA O.D.C.	1	Date of Issuance:	October 14, 2004			
OT/OT/OT	AND TO AND	7	For Office Use Only:				
FORM-ERC(08-01) This Convision is NOT a	nsignable er transforstof. It must be compounds	Versplayed at above address.	20041014112823533				

ATTACH BRC HERE B - 16

#### AFFIRMATIVE ACTION REQUIREMENT

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

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

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

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

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

#### **EXPERIENCE STATEMENT**

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

Witness	NAME OF BIDDER
Date	
	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 du	uly sworn according to law on my oath depose and say that:
	<i></i>	
I am	of the firm of	, the Bidder making
the proposal for the above nar	ned Project ("Contractor'), and	nd that I executed said proposal with full authority to do so; and
that said Contractor, pursuant	to <u>N.J.S.A.</u> 40A:11-20, certifie	es that it owns, leases or controls all the necessary equipmen
required by the Plans, Specific	ations and Advertisements u	nder 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:		
) 99:		
) 55:		
COUNTY OF)		
, of the City of, in t , of full age, being duly sworn according to law of the firm of named project, and that I executed the said proposal for the above na with full authority to do so; that said bidder has not, directly or indirect collusion, or otherwise taken any action in restraint of free, competitiv	, the bidder making amed project, and that I e ly, entered into any agre e bidding in connection v	the proposal for the above executed the said proposal ement, participation in any with the above named
project; and that all statements contained in said proposal and in this nowledge that the COUNTY OF UNION, NEW JERSEY relies upon proposal and in the statements contained in the affidavit in awarding	the truth of the statemen	ts contained in said
I further warrant that no person or selling agency has been employed an agreement or understanding for a commission, percentage, broke or bonafide established commercial or selling agencies maintained by	rage or contingent fee, e	xcept bona fide employees
	NAME OF BIDDER	
	ORIGINAL SIGNAT	URE ONLY
	e person who signed the ler should sign this for	e bidder signature page m also.
Subscribed and sworn to before me		
his day of, 20		
this day of, 20 (Seal) Notary Public of New Jersey/ Specify Other State		
(Seal) Notary Public of New Jersey/		

## **Contractor Registration Advisement**

For Public Works Projects

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

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

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

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

## AMERICANS WITH DISABILITIES ACT

### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

Name	(Please print or type)

Signature \_\_\_\_

Date	)					

#### STATEMENT OF BIDDER'S QUALIFICATIONS

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

1.	
	(Name of Bidder)
2.	(Permanent Main Office Address)
3.	
0.	(When Organized)
4.	
	(If a Corporation, where incorporated)
5.	Number of years your organization has been engaged in construction or contracting business under present firm o 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. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five 14. (5) years? \_\_\_\_\_\_. If so, list prior classification. Background and experience of the principal members of your organization, including the officers. 15. Yrs. of Magnitude & Individual's Name Present In What Position Construction Type of Work Capacity or Office Experience

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

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

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

Phone		
Fax		
E-mail		
Mobile		
Dated at	this	_ day of _, 20
BIDDER (Signature)	_	
BIDDER (Print Name)	_	
Subscribed and sworn to before me		
this day of		, 20
(Seal) Notary Public of New Jersey/	Specify Other S	State
My Commission Expires		

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

## CONTRACTOR PERFORMANCE RECORD

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

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

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

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

## CONTRACTOR PERFORMANCE RECORD **CERTIFICATION**

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

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me

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

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

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

## AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY /		_)	
STATE OF NEW JERSEY /	Specify, if Other	) SS:	
COUNTY OF		_)	
I,		_, of the (City, Town, Borough, etc.) of vorn according to law on my oath depose a	
State of	_, of full age, being duly sv	vorn according to law on my oath depose a	and say that:
lam	of the firm of	, the	Bidder making
the Proposal for the above named Pro	ject. I have executed the	, the said Proposal with full authority to do so.	Said Bidder is
not at the time of the making this bid in	ncluded on the New Jerse	y State Treasurer's or the Federal Governi	ment's List of
Debarred, Suspended or Disqualified	Bidders as a result of action	on taken by any State or Federal Agency.	
		Name of Contractor	
	By:		
	(Signature c	f Authorized Representative)	
		• •	
Subscribed and swarp to before me			
Subscribed and sworn to before me			
this day of	, 20		
		_	
(Seal) Notary Public of New Jersey/		_	
(Cear) Notary Fublic of New Jersey/	Specify Other State	—	
My Commission Expires	, 20	:	

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

#### PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

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

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

	yes no If yes, please provide full, detailed explanation.	
2.	Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to services of another contractor to provide the goods or perform the services or to correct or comple	
	yes no If yes, please provide full, detailed explanation.	
3.	Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to surety for completion of the contract or tender of the costs of completion?	o look to your
	yes no If yes, please provide full, detailed explanation.	
4.	Within the past ten (10) years, have you been debarred or suspended from contracting with any of department of the executive branch of the State of New Jersey at the time of the contract award, w was based on failure to perform a contact for goods or services with a public entity?	
	yes no If yes, please provide full, detailed explanation.	

## PRIOR NEGATIVE EXPERIENCE CERTIFICATION

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

Name of Contractor

By\_\_\_\_

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

Subscribed and sworn to before me

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

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

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

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

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

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

CONTRACT:

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

#### PROJECT:

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

#### COUNTY OF UNION

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

CONTRACTOR: ADDRESS:

BY:

ORIGINAL SIGNATURE ONLY

### STATE OF NEW JERSEY COUNTY OF \_\_\_\_\_

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

Subscribed and sworn to before me

this \_\_\_\_\_\_, 20\_\_\_,

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

Specify Other State

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

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

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

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

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

## BIDDER:

(Signature)

(Print Name)

Subscribed and sworn to before me

this \_\_\_\_\_\_, 20\_\_\_.

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

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

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

## CERTIFICATE OF INSURANCE STATEMENT

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

BIDDER (Signature)

BIDDER (Print Name)

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

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

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

BIDDER (Signature)

BIDDER (Print Name)

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

## TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **180 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 CONTRA	ACTOR of	
NAME (Print or type) Visited the site of the work on	COMPANY	
		SIGNATURE

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

## COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

## CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.) IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

## Part 2: Additional Information

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.

Full Name (Print)	Title		
Signature		Date	

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

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

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

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

## **CERTIFICATION OF NON-DEBARMENT**

## FOR FEDERAL GOVERNMENT CONTRACTS

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

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

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

□ Sole Proprietorship (skip Parts III and IV) □ Non-Profit Corporation (skip Parts III and IV)

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

□Limited Partnership □Limited Liability Partnership (LLP)

Other (be specific):

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

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

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

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

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

Section C – Part III Certification			
Section C – Part III Ce	rtification		
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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b><name of="" organization=""></name></b> 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			
	S	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 <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.		
Section B (skip if no business entities are listed in Section A of Part IV)			

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

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

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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

## DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form) Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

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

	1			
1. Type of Federal Action:2. Status of Federal		Action:3. Report Type:		
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offe b. Initial av c. Post-aw	ward ard	a. initial filing         b. material change         For Material Change Only:         year         quarter         date of last report	
4. Name and Address of Reporting Entity:         Prime       Subawardee         Tier       .if known:		<ul> <li>5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim:</li> <li>Congressional District, <i>if known</i>:</li> </ul>		
Congressional District, if known:		Congressional Dis		
6. Federal Department/Agency:		<ul> <li>7. Federal Program Name/Description:</li> <li>CDFA NUMBER, if applicable</li></ul>		
8. Federal Action Number, <i>if known:</i>		\$		
<b>10. a. Name and address of Lobbying Registrant</b> ( <i>if individual, last name, first name, MI</i> ):		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (las name, first name, MI):		
<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.		Signature: Print Name: Title: Telephone NO.: Date:		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

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

B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

#### **GENERAL SPECIFICATIONS**

#### FEDERAL TERMS

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

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

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

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

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

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). 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.
- Information about this requirement, along with the list of EPA- designated items, is available at EPA's ii. Comprehensive Procurement Guidelines web site. https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.
- The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the iii. 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 gualified 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 disgualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

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

## 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

Organization:

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

City, State, Zip:

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

# DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form) Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

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

1. Type of Federal Action:	2. Status of Federal	Action	3. Report Type:		
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		r/application ward	a. initial filing         b. material change         For Material Change Only:         year         quarter         date of last report		
4. Name and Address of Reporting Entity         Prime       Subawa         Tier         Congressional District, if known:		5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim: Congressional District, <i>if known</i> :			
6. Federal Department/Agency:		7. Federal Progran	n Name/Description:		
8. Federal Action Number, if known:		CDFA NUMBER, if applicable 9. Award Amount, <i>if known:</i> \$			
10. a. Name and address of Lobbying Re			orming Services (including address if		
(if individual, last name, first name	e, MI):	different from No. 1	0a) (las name, first name, MI):		
11 Information acquast through this form	is outhonized by title		Signature:		
<b>11.</b> Information request through this form 31 U.S.C. Section 1352. This disclosure of a material representation of fact upon which by the tier above when this transaction was This disclosure is required pursuant to 3 information will be available for public in who fails to file the required disclosure sha penalty of not less than \$10,000 and not me each such failure.	lobbying activities is h reliance was placed made or entered into. 1 U.S.C. 1352. This spection. Any person ll be subject to a civil	Print Name: Title: Telephone NO.: Date:			
Federal Use Only:			Authorized for Local Reproduction Standard Form		
			LLL (Rev. 7-97)		

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

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

B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

# **STANDARD SPECIFICATIONS**

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

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

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

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

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

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



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

## PREVAILING WAGE RATE DETERMINATION

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

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

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

#### **Prevailing Wage Rate**

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

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

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

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

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

## **Apprentice Rate Schedule**

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

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

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

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

## **Comments/Notes**

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

## **Public Works Contractor Registration**

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

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

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

## **Snow Plowing**

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

## **County - UNION**

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

#### PREVAILING WAGE RATE

	03/01/23	
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.

#### **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, hoilday or any other circumstances beyond the employer's control.

## OVERTIME:

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

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

- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**County - UNION** 

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

#### **County - UNION**

Craft: Boilermaker - Minor Repairs

## PREVAILING WAGE RATE

	01/01/23
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.

#### **County - UNION**

Craft: Bricklayer, Stone Mason

#### PREVAILING WAGE RATE

	06/01/23
Deputy Foreman	W51.00
	B36.28
	T87.28
Foreman	W55.75
	B36.28
	T92.03
Journeyman	W48.00
	B36.28
	T84.28

#### Craft: Bricklayer, Stone Mason

#### APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	24.29	26.00	27.73	29.43		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

## **COMMENTS/NOTES**

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

#### SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.

- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

#### OVERTIME:

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work. Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

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

## **County - UNION**

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

#### **County - UNION**

#### Craft: Carpenter

PREVAILING WAGE RATE

	05/04/23
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.

## **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.

#### **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 Rate	for all	intervals	+ \$0.47		

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

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

Craft: Carpenter - Resilient Flooring

# **COMMENTS/NOTES**

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

## **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.

#### **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

## **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.

**County - UNION** 

Craft: Cement Mason

PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

#### **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES								

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

**COMMENTS/NOTES** 

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

#### **County - UNION**

#### **Craft: Commercial Painter**

#### PREVAILING WAGE RATE

	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,

## **County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.

#### **County - UNION**

#### Craft: Diver PREVAILING WAGE RATE

	06/01/23
Diver	W63.24 B51.72
	T114.96
Tender	W51.50
	B51.72
	T103.22

## Craft: Diver COMMENTS/NOTES

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

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

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

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

#### SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.

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

- Benefits on shift work shall be paid at the straight-time rate.

#### OVERTIME:

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

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

#### **County - UNION**

#### Craft: Dockbuilder/Pile Driver

#### PREVAILING WAGE RATE

	06/01/23
Foreman	W59.23
	B51.72
	T110.95
Foreman (Concrete Form	W58.13
Work)	B38.36
	T96.49
Journeyman	W51.50
	B51.72
	T103.22
Journeyman (Concrete	W50.55
Form Work)	B38.36
	T88.91

#### Craft: Dockbuilder/Pile Driver

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
Yearly	20.60	60 25.75 33.48 41.20								
Benefits	33.96	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:

INTERVALPERIOD AND RATESYearly20.2225.2832.8640.44Benefits26.14 for all intervals

#### CREOSOTE HANDLING:

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

## HAZARDOUS WASTE WORK:

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

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

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

#### FOREMAN REQUIREMENTS:

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

#### **County - UNION**

#### SHIFT DIFFERENTIAL:

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.

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

- Benefits on shift work shall be paid at the straight-time rate.

#### OVERTIME:

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

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

#### **County - UNION**

#### Craft: Drywall Finisher

PREVAILING WAGE RATE

	05/02/23
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								
6 Months	40%	50%     60%     70%     80%     90%								
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.

## **County - UNION**

# Craft: Electrician

#### PREVAILING WAGE RATE

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

#### Craft: Electrician

## APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

#### **County - UNION**

THESE RATES ALSO APPLY TO THE FOLLOWING:

-All burglar and fire alarm work.

-All fiber optic work.

-Teledata work in new construction.

-Teledata work involving 16 Voice/Data Lines or more.

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

FOREMAN REQUIREMENTS:

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).

-4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).

-11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.

-21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.

-31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.

-41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.

-51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.

-61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

## SHIFT DIFFERENTIALS:

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

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

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

## OVERTIME:

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

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

#### **County - UNION**

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

#### PREVAILING WAGE RATE

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

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

#### APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 2:3

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

**COMMENTS/NOTES** 

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

 NTERVAL
 PERIOD AND RATES

 6 Months
 35%
 35%
 40%
 43%
 48%
 54%
 61%
 67%
 74%
 81%

 Benefits
 7.67
 7.67
 8.76
 9.43
 10.52
 11.84
 13.38
 14.69
 16.22
 17.76

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

 NTERVAL
 PERIOD AND RATES

 6 Months
 35%
 35%
 40%
 43%
 48%
 54%
 61%
 67%
 74%
 81%

 Benefits
 7.88
 7.88
 9.00
 9.68
 10.80
 12.15
 13.73
 15.09
 16.66
 18.23

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

**County - UNION** 

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

#### NOTES:

- These rates are for service, maintenance, moves, and/or changes affecting

15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.

- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies .

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

## SHIFT DIFFERENTIALS:

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

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

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

## OVERTIME:

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

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

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

## **County - UNION**

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

**COMMENTS/NOTES** 

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

## **County - UNION**

## Craft: Electrician- Outside Commercial

## PREVAILING WAGE RATE

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

#### **County - UNION**

#### Craft: Electrician- Outside Commercial

#### **APPRENTICE RATE SCHEDULE**

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

## **County - UNION**

Thanksgiving Day and Christmas Day.

## **County - UNION**

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

## **APPRENTICE RATE SCHEDULE**

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

Craft: Electrician-Utility Work (North)

**COMMENTS/NOTES** 

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

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

## **County - UNION**

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

## **APPRENTICE RATE SCHEDULE**

INTERVAL		PERIOD AND RATES											
6 Months	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.

#### **County - UNION**

Craft: Elevator Constructor

PREVAILING WAGE RATE

03/29/23
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.

#### **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.

#### **County - UNION**

#### Craft: Glazier PREVAILING WAGE RATE

	06/20/23
* Leadman	W52.53
	B30.38
	T82.91
Foreman	W54.53
	B30.62
	T85.15
General Foreman	W56.53
	B30.86
	T87.39
Journeyman	W50.53
	B30.14
	T80.67

#### Craft: Glazier

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES								
6 Months	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	10.16	10.16	12.85	12.85	16.15	16.15	17.64	17.64		

Ratio of Apprentices to Journeymen - 1:4

#### Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

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

## FOREMAN REQUIREMENTS:

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

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

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

#### SHIFT DIFFERENTIALS:

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

- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

# OVERTIME:

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

**County - UNION** 

rate.

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

## **County - UNION**

Craft: Heat & Frost Insulator

## PREVAILING WAGE RATE

	09/20/22
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.

## **County - UNION**

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

PREVAILING WAGE RATE

	09/20/22
Asbestos Helper Abatement	W36.89 B24.92 T61.81

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

#### **APPRENTICE RATE SCHEDULE**

INTERVAL		PERIOD AND RATES								
	SEE	HEAT &		INSULAT						
				OK						

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

Craft: Heat & Frost Insulator - Asbestos Worker

#### COMMENTS/NOTES

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

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

# SHIFT DIFFERENTIALS:

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

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

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

#### **County - UNION**

#### Craft: Industrial Painter-Bridges

#### PREVAILING WAGE RATE

	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	W0.00	W0.00	W0.00
	B34.92 T100.70	B0.00 T102.70	B0.00 T104.70	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
	100.20	100.20	107.20	100.20

#### **Craft: Industrial Painter-Bridges**

#### APPRENTICE RATE SCHEDULE

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

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

Craft: Industrial Painter-Bridges

#### **COMMENTS/NOTES**

\* 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.

**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.

#### **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 B32.57	W0.00 B0.00	W0.00 B0.00	W0.00 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 facilitites, refineries, any structural steel work, etc.

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

#### FOREMEN REQUIREMENTS:

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

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

## SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.

- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

# **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.

#### **County - UNION**

#### Craft: Industrial Painter- Water Tanks

#### PREVAILING WAGE RATE

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

#### Craft: Industrial Painter- Water Tanks

#### **APPRENTICE RATE SCHEDULE**

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

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

Craft: Industrial Painter- Water Tanks

# **COMMENTS/NOTES**

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

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

#### FOREMEN REQUIREMENTS:

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

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

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

#### SHIFT DIFFERENTIALS:

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

### OVERTIME:

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

- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.

- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

# **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.

#### **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

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Ironworker COMMENTS/NOTES

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

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

## FOREMAN REQUIREMENTS:

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

## SHIFT DIFFERENTIALS:

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

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

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

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

# OVERTIME:

## **County - UNION**

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

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

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

# **County - UNION**

## Craft: Laborer - Asbestos & Hazardous Waste Removal

#### PREVAILING WAGE RATE

APPRENTICE RATE SCHEDULE

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

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

# INTERVAL PERIOD AND RATES Yearly 22.07 25.75 29.42 33.10 Image: Constraint of the second seco

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

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

Craft: Laborer - Asbestos & Hazardous Waste Removal

**COMMENTS/NOTES** 

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

The regular workday shall be 8 hours.

## OVERTIME:

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

- Benefits on ALL overtime hours shall be paid at straight time.

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

#### **County - UNION**

Craft: Laborer - Building

#### PREVAILING WAGE RATE

	06/01/23
Class A Journeyman	W38.00 B32.17 T70.17
Class B Journeyman	W37.00 B32.17 T69.17
Class C Journeyman	W31.45 B32.17 T63.62
Foreman	W42.75 B32.17 T74.92
General Foreman	W47.50 B32.17 T79.67

#### Craft: Laborer - Building

#### APPRENTICE RATE SCHEDULE

INTERVAL		PERIOD AND RATES										
6 Months	60%	70%	80%	90%	of Class B	wage rate						
Benefit	28.92	28.92	28.92	28.92								

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

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

#### Craft: Laborer - Building COMMENTS/NOTES

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

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

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

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

# SHIFT DIFFERENTIALS:

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

- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

#### **County - UNION**

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

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

- 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.

# **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.

# **County - UNION**

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

#### PREVAILING WAGE RATE

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

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

#### **APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

Craft: Laborer-Residential and Modular Construction

#### **COMMENTS/NOTES**

#### \* SKILLED TRADESMAN-

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

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex

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

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

#### **County - UNION**

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

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

## OVERTIME:

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

# RECOGNIZED HOILDAYS:

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

#### **County - UNION**

Craft: Millwright

PREVAILING WAGE RATE

	05/04/23
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.

**County - UNION** 

**Craft: Operating Engineer** 

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

# Craft: Operating Engineer

#### APPRENTICE RATE SCHEDULE

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

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

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

Craft: Operating Engineer

**COMMENTS/NOTES** 

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

## **County - UNION**

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

# Craft: Operating Engineer - Field Engineer

# APPRENTICE RATE SCHEDULE

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

# Ratio of Apprentices to Journeymen - \*

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

Craft: Operating Engineer - Field Engineer

## COMMENTS/NOTES

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

# **County - UNION**

Craft: Painter - Line Striping

# PREVAILING WAGE RATE

	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.

#### **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 P	CIAL	PAINTER						
		K								

#### Craft: Paperhanger COMMENTS/NOTES

#### FOREMEN REQUIREMENTS:

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

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

#### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

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

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

#### **County - UNION**

Craft: Pipefitter

PREVAILING WAGE RATE

	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

# **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.

**County - UNION** 

Craft: Plasterer PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer COMMENTS/NOTES

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

#### **County - UNION**

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

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

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

#### **County - UNION**

# Craft: Roofer

PREVAILING WAGE RATE

	06/13/23
Foreman	W46.77 B30.81 T77.58
Journeyman	W43.77 B30.81 T74.58

# Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.50	21.88	26.26	28.45	30.63	32.83	35.01	39.39		
Benefits	2.16	2.16	27.31	27.31	27.31	27.31	27.31	27.31		

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

\* A) For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof

B) For roofing jobs on new built up roofs: 1:3 or fraction thereof

C) For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof

D) For roofing jobs {not requiring complete removal of existing systems, installation done over existing roof}: 1:3 or

fraction thereof Craft: Roofer

COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

## OVERTIME:

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

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

## **County - UNION**

#### Craft: Sheet Metal Sign Installation

#### PREVAILING WAGE RATE

	06/13/23
Foreman	W42.32
	B41.76
	T84.08
Journeyman	W40.07
	B41.76
	T81.83

#### 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	13.85	15.77	17.72	19.69	22.11	24.09	26.07	28.06	30.04	32.02

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

Craft: Sheet Metal Sign Installation

**COMMENTS/NOTES** 

FOREMAN REQUIREMENT:

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

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

## OVERTIME:

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

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

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

#### **County - UNION**

Craft: Sheet Metal Worker

#### PREVAILING WAGE RATE

	06/06/22
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.

#### **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	PERIO	D AND RAT	ES					
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
 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
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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.

**County - UNION** 

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

## **County - UNION**

# Craft: Tile Finisher-Marble

## PREVAILING WAGE RATE

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

# Craft: Tile Finisher-Marble

#### APPRENTICE RATE SCHEDULE

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

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

#### Craft: Tile Finisher-Marble COMMENTS/NOTES

#### OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

## **County - UNION**

# Craft: Tile Setter - Ceramic

## PREVAILING WAGE RATE

	06/13/23
Finisher	W48.36
	B32.52
	T80.88
Setter	W62.98
	B35.75
	T98.73

# 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.

## **County - UNION**

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

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

# Craft: Tile Setter - Marble

#### APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Marble COMMENTS/NOTES

OVERTIME:

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

## **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
	Т99.29
Terrazzo Resinous	W50.32
Worker	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.

#### **County - UNION**

#### Craft: Truck Driver

#### PREVAILING WAGE RATE

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

#### Craft: Truck Driver

**COMMENTS/NOTES** 

#### BLENDED RATE:

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

#### HAZARDOUS WASTE REMOVAL:

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).

- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

#### **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.

#### **County - UNION**

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

#### PREVAILING WAGE RATE

	05/01/23	05/01/24
Driver	W35.87	W37.62
	B41.78	B43.28
	T77.65	T80.90
	1	

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

#### **COMMENTS/NOTES**

#### BLENDED RATE:

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

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

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour

- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

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

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

#### **County - UNION**

Craft: Welder PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.

# STATEWIDE RATES

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

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

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

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

#### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.

- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.

- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### OVERTIME:

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

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

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

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

ENTIRE STATE

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

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

### Effective Dates:

### 07/01/2022

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

### TERRITORY ENTIRE STATE

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

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

### Effective Dates:

### 07/01/2022

Rate	Fringe	Total
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)

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

#### ENTIRE STATE

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

#### CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

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

Autograde Curecrete Machine (CMI & similar types)

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

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

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

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

ENTIRE STATE

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

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

#### CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

**Crushing Machine** 

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

ENTIRE STATE

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

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
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

### TERRITORY ENTIRE STATE

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

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

#### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
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

### **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)

ENTIRE STATE

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

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

#### CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

ENTIRE STATE

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

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

### **Effective Dates:**

#### 07/01/2022

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

ENTIRE STATE

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

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

### Effective Dates:

### 07/01/2022

Rate	Fringe	Total
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 proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
59.04	36.65	95.69

#### CLASSIFICATIONS:

Helicoptor Pilot/Engineer

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
63.72	36.65	100.37

#### CLASSIFICATIONS:

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

#### 07/01/2022

Rate	Fringe	Total
62.72	36.65	99.37

#### **CLASSIFICATIONS:**

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

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
59.22	36.65	95.87

#### CLASSIFICATIONS:

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

### Effective Dates:

07/01/2022		
Rate	Fringe	Total
61.72	36.65	98.37

### CLASSIFICATIONS:

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

### Effective Dates:

07/01/2022	

Rate	Fringe	Total
58.22	36.65	94.87

#### **CLASSIFICATIONS:**

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

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

ENTIRE STATE

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

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

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

#### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.

- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.

- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### **OVERTIME:**

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

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

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

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
60.85	36.65	97.50

#### **CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

### TERRITORY ENTIRE STATE

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

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

### **Effective Dates:**

#### 07/01/2022

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

ENTIRE STATE

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

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

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
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

ENTIRE STATE

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

#### **<u>STRUCTURAL STEEL ERECTION</u>** 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

#### **<u>STRUCTURAL STEEL ERECTION</u>** 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:

	07/01/202	2
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.

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

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

### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
61.24	36.65	97.89

### CLASSIFICATIONS:

Helicopter Pilot & Engineer

ENTIRE STATE

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

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

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

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

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

#### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.

- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.

- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### **OVERTIME:**

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

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

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

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

#### **Effective Dates:**

#### 07/01/2022

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

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

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

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

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

#### SHIFT DIFFERENTIALS:

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

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

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

#### OVERTIME:

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

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

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

#### **Effective Dates:**

#### 03/01/2023

 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

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

#### 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	
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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
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Rate	Fringe	Total
48.45	35.73	84.18

#### CLASSIFICATIONS:

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

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

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

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

### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

### CLASSIFICATIONS:

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

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

#### ENTIRE STATE

#### DRILL FOR GROUND WATER SUPPLY Rates Expiration Date :

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

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

#### 07/01/2022

Rate	Fringe	Total
55.97	36.65	92.62

#### **CLASSIFICATIONS:**

Driller

#### Effective Dates:

	2	
Rate	Fringe	Total
49.13	36.65	85.78

#### **CLASSIFICATIONS:**

Driller's Helper

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

#### ENTIRE STATE

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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate. OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

#### Effective Dates:

10/01/2022			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

ENTIRE STATE

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

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

### **Effective Dates:**

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

### CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

#### Welder

#### **Effective Dates:**

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

#### CLASSIFICATIONS:

### Boat Operator

#### **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
27.97	13.33	41.30	42.63

#### **CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

### **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
39.16	14.25	53.41	55.20

### CLASSIFICATIONS:

Crane Operator

ENTIRE STATE

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

#### MICROSURFACING/SLURRY SEAL Rates Expiration Date :

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

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem \*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

#### SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

#### OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

## 03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

#### **CLASSIFICATIONS:**

Foreman

### **Effective Dates:**

	7	
Rate	Fringe	Total
33.80	21.27	55.07

#### CLASSIFICATIONS:

Box man

#### **Effective Dates:**

	03/01/2017	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

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

### MICROSURFACING/SLURRY SEAL Rates Expiration Date :

### **Effective Dates:**

03/01/2017			
Rate	Fringe	Total	
30.30	21.27	51.57	

### CLASSIFICATIONS:

Cleaner, Taper

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

#### ENTIRE STATE

### ASPHALT LABORERS - SOUTH Rates Expiration Date :

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

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

ENTIRE STATE

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

### 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

ENTIRE STATE

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

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

#### SHIFT DIFFERENTIAL:

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

#### **OVERTIME:**

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

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

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

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

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

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

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

All helpers receive full fringe benefit rate.

#### Effective Dates:

#### 10/18/2022

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:

1	0/18/2022

Rate	Fringe	Total
0.00	0.00	81.28

#### **CLASSIFICATIONS:**

Foreman

ENTIRE STATE

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

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

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

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

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

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

#### SHIFT DIFFERENTIALS:

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

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

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

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

#### **OVERTIME:**

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

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

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

### 03/01/2023

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	48.25	35.73	83.98
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# 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

ENTIRE STATE

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

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

# **Effective Dates:**

	03/01/2023	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

ENTIRE STATE

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

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

# THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

#### SHIFT DIFFERENTIALS:

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

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

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

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

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

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

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

#### 03/01/2023

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

# TERRITORY ENTIRE STATE

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

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

### **Effective Dates:**

03/01/2023			
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

# TERRITORY ENTIRE STATE

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

# HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

# Effective Dates:

03/01/2023		
Rate	Fringe	Total
48.50	35.73	84.23

# CLASSIFICATIONS:

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

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

#### ENTIRE STATE

#### **<u>PIPELINE - MAINLINE TRANSMISSION</u>** Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

### PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

#### NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.

- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.

- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.

- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:

- The employer elects, as a regular procedure, to back weld each line-up. This condition is

not intended to apply to occasional back welding performed by the pipe gang to repair a

bead, to rectify a "high-lo" condition or wall thickness, etc.

- A welder is required to back weld a completed weld behind the firing line.

- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular

helper rate for the days involved.

- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work' is defined as work on lines in service where there is the danger of fire or explosion.

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

#### OVERTIME:

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

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

### Effective Dates:

06/01/2022		
Rate	Fringe	Total
55.34	34.65	89.99

### **CLASSIFICATIONS:**

Pipeline Journeyman Welder

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

### ENTIRE STATE

### PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

# **Effective Dates:**

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

ENTIRE STATE

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

# PIPELINE - GAS DISTRIBUTION Rates Expiration Date :

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

#### SHIFT DIFFERENTIALS:

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

#### OVERTIME:

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

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

### **Effective Dates:**

11/02/2022		
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

ENTIRE STATE

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

### ASPHALT LABORERS- NORTH Rates Expiration Date :

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

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren {For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package} The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM. SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project

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

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

OVERTIME:

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

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

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential

Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

-where Level A, B, or C protection is required: + \$5.00/hr

-other Hazardous Waste site: + \$1.00/hr

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

#### 03/01/2023

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

# 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

ENTIRE STATE

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

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

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural
Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

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

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

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

SHIFT DIFFERENTIALS:

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

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits. 3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

### OVERTIME:

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

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

#### **RECOGNIZED HOLIDAYS:**

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

**Effective Dates:** 

12/04/2022			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

ENTIRE STATE

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

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

# **Effective Dates:**

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

# CLASSIFICATIONS:

Special License Operator

### **Effective Dates:**

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

### CLASSIFICATIONS:

Transit Man

#### Effective Dates:

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

### **CLASSIFICATIONS:**

Line Equipment Operator

### **Effective Dates:**

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

### **CLASSIFICATIONS:**

Dynamite Man

# **Effective Dates:**

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

# CLASSIFICATIONS:

General Foreman

### **Effective Dates:**

12/04/2022		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

ENTIRE STATE

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

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

# **Effective Dates:**

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

# CLASSIFICATIONS:

### Line Foreman

### **Effective Dates:**

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

# CLASSIFICATIONS:

Street Light Mechanical Leader

### **Effective Dates:**

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

### **CLASSIFICATIONS:**

Groundman Winch Operator

### **Effective Dates:**

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

### CLASSIFICATIONS:

Groundman Truck Operator

# **Effective Dates:**

	12/04/202	2	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:**

	12/04/202	2	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

ENTIRE STATE

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

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

# **Effective Dates:**

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

# CLASSIFICATIONS:

Groundman 2nd Year

### **Effective Dates:**

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

# CLASSIFICATIONS:

Groundman 1st Year

### **Effective Dates:**

	12/04/202	2	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

### **CLASSIFICATIONS:**

Line Equipment Foreman

ENTIRE STATE

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

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

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

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

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

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

SHIFT DIFFERENTIALS:

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work +10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

#### OVERTIME:

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

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

#### RECOGNIZED HOLIDAYS:

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

#### WORKING RULES:

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

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

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

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

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

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

#### 12/04/2022

Rate	Fringe	Total
67.52	55.11	122.63

### **CLASSIFICATIONS:**

General Foreman

ENTIRE STATE

# 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
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

ENTIRE STATE

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

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

# Effective Dates:

	12/04/2022	2
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

# TERRITORY ENTIRE STATE

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

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

# **Effective Dates:**

12/04/2022		
Rate	Fringe	Total
23.21	28.31	51.52

### CLASSIFICATIONS:

Flagman

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

### ENTIRE STATE

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

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

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

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

#### SHIFT DIFFERENTIALS:

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

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

### OVERTIME:

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

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

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

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

#### 03/01/2023

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

# ENTIRE STATE

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

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

### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
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:

	3	
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)

# ENTIRE STATE

### 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)

ENTIRE STATE

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

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

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

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

### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.

- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.

- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

#### OVERTIME:

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

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

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

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

ENTIRE STATE

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

# **OPERATING ENGINEERS Rates Expiration Date :**

# Effective Dates:

# 07/01/2022

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

# TERRITORY ENTIRE STATE

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

# **OPERATING ENGINEERS Rates Expiration Date :**

# Effective Dates:

# 07/01/2022

Rate	Fringe	Total
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)

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

#### ENTIRE STATE

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

### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

### CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

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

Autograde Curecrete Machine (CMI & similar types)

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

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

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

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzel, Rexomatic & similar types)

Concrete Vibrator

ENTIRE STATE

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

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

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

### CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

**Crushing Machine** 

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

ENTIRE STATE

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

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

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
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

# TERRITORY ENTIRE STATE

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

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

### **Effective Dates:**

# 07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

### CLASSIFICATIONS:

**Tug Captains** 

Tug Master (Power Boats)

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

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

#### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
50.38	36.65	87.03

### **CLASSIFICATIONS:**

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

**Effective Dates:** 

#### 07/01/2022

Rate	Fringe	Total
47.80	36.65	84.45

### CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

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

# **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)

ENTIRE STATE

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

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

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

### CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicoptor Co-Pilot

Helicoptor Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

ENTIRE STATE

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

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

# **Effective Dates:**

### 07/01/2022

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

ENTIRE STATE

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

# **OPERATING ENGINEERS Rates Expiration Date :**

# **Effective Dates:**

# 07/01/2022

Rate	Fringe	Total
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

ENTIRE STATE

# **OPERATING ENGINEERS Rates Expiration Date :**

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
52.09	36.65	88.74

### CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
59.04	36.65	95.69

### CLASSIFICATIONS:

Helicoptor Pilot/Engineer

### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
63.72	36.65	100.37

#### CLASSIFICATIONS:

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

#### 07/01/2022

Rate	Fringe	Total
62.72	36.65	99.37

### **CLASSIFICATIONS:**

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

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

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

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
59.22	36.65	95.87

### CLASSIFICATIONS:

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

# Effective Dates:

07/01/2022				
Rate	Fringe	Total		
61.72	36.65	98.37		

# CLASSIFICATIONS:

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

# **Effective Dates:**

07/01/2022	

Rate	Fringe	Total
58.22	36.65	94.87

### **CLASSIFICATIONS:**

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

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

ENTIRE STATE

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

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

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

### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.

- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.

- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

### **OVERTIME:**

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

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

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

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

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

### **Effective Dates:**

#### 07/01/2022

Rate	Fringe	Total
60.85	36.65	97.50

### **CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

# TERRITORY ENTIRE STATE

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

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

# **Effective Dates:**

### 07/01/2022

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

ENTIRE STATE

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

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

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
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

ENTIRE STATE

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

## **<u>STRUCTURAL STEEL ERECTION</u>** Rates Expiration Date :

### **Effective Dates:**

## 07/01/2022

Rate	Fringe	Total
52.60	36.65	89.25

## CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

# Effective Dates:

### 07/01/2022

Rate	Fringe	Total
50.84	36.65	87.49

## CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

### **Effective Dates:**

### 07/01/2022

Rate	Fringe	Total
58.41	36.65	95.06

### CLASSIFICATIONS:

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

### 07/01/2022

Rate	Fringe	Total
47.80	36.65	84.45

### **CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

## **<u>STRUCTURAL STEEL ERECTION</u>** 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:

	07/01/202	2
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.

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

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

# **Effective Dates:**

## 07/01/2022

Rate	Fringe	Total
61.24	36.65	97.89

# CLASSIFICATIONS:

Helicopter Pilot & Engineer

ENTIRE STATE

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

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

### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

### SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.

- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.

- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.

- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

### **OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

### **Effective Dates:**

#### 07/01/2022

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

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### FREE AIR TUNNEL JOBS Rates Expiration Date :

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.

- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

#### OVERTIME:

Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work: -where Level A, B, or C protection is required: + \$3.00/hr -other Hazardous Waste site: + \$1.00/hr

#### **Effective Dates:**

#### 03/01/2023

 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

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### 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	
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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
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Rate	Fringe	Total
48.45	35.73	84.18

## CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

## FREE AIR TUNNEL JOBS Rates Expiration Date :

# **Effective Dates:**

# 03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

# CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### ENTIRE STATE

### DRILL FOR GROUND WATER SUPPLY Rates Expiration Date :

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination. **Effective Dates:** 

### 07/01/2022

Rate	Fringe	Total
55.97	36.65	92.62

#### **CLASSIFICATIONS:**

Driller

## Effective Dates:

	2	
Rate	Fringe	Total
49.13	36.65	85.78

## **CLASSIFICATIONS:**

Driller's Helper

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### ENTIRE STATE

## **OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date :

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate. OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

## Effective Dates:

10/01/2022			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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

## **OPERATING ENGINEERS MARINE-DREDGING** Rates Expiration Date :

## **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
34.79	13.74	48.53	50.14

## CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

### Welder

## **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
33.67	13.67	47.34	48.91

## CLASSIFICATIONS:

## Boat Operator

## **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
27.97	13.33	41.30	42.63

### **CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

## **Effective Dates:**

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
39.16	14.25	53.41	55.20

# CLASSIFICATIONS:

Crane Operator

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

## MICROSURFACING/SLURRY SEAL Rates Expiration Date :

# THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem \*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

### SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

### OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. **Effective Dates:** 

# 03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

### **CLASSIFICATIONS:**

Foreman

# Effective Dates:

	7	
Rate	Fringe	Total
33.80	21.27	55.07

### CLASSIFICATIONS:

Box man

### **Effective Dates:**

	03/01/2017	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

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# MICROSURFACING/SLURRY SEAL Rates Expiration Date :

# **Effective Dates:**

03/01/2017			
Rate	Fringe	Total	
30.30	21.27	51.57	

# CLASSIFICATIONS:

Cleaner, Taper

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### ENTIRE STATE

# ASPHALT LABORERS - SOUTH Rates Expiration Date :

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland,

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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# 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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

### SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

### **OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

1st year on the job - 70% of Helper wage rate

2nd year on the job - 80% of Helper wage rate

3rd year on the job - 90% of Helper wage rate

All helpers receive full fringe benefit rate.

## Effective Dates:

### 10/18/2022

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	0/18/2022

Rate	Fringe	Total
0.00	0.00	81.28

### **CLASSIFICATIONS:**

Foreman

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.

- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

#### **OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

## Hazardous Waste Work: -where Level A, B, or C protection is required: + \$5.00/hr -other Hazardous Waste site: + \$1.00/hr Effective Dates:

### 03/01/2023

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	48.25	35.73	83.98
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# 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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### HEAVY & GENERAL LABORERS - NORTH Rates Expiration Date :

## **Effective Dates:**

03/01/2023		
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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

# THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

#### SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.

- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM. OVERTIME:

Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work: -where Level A, B, or C protection is required: + \$5.00/hr -other Hazardous Waste site: + \$1.00/hr Effective Dates:

#### 03/01/2023

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

# TERRITORY ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

### **Effective Dates:**

03/01/2023			
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

# TERRITORY ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# HEAVY & GENERAL LABORERS - SOUTH Rates Expiration Date :

# Effective Dates:

03/01/2023			
Rate	Fringe	Total	
48.50	35.73	84.23	

# CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

## NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

#### ENTIRE STATE

#### **<u>PIPELINE - MAINLINE TRANSMISSION</u>** 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	2
Rate	Fringe	Total
55.34	34.65	89.99

### **CLASSIFICATIONS:**

Pipeline Journeyman Welder

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

## ENTIRE STATE

## PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

# **Effective Dates:**

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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# PIPELINE - GAS DISTRIBUTION Rates Expiration Date :

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

### SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

#### OVERTIME:

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

## **Effective Dates:**

11/02/2022		
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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### ASPHALT LABORERS- NORTH Rates Expiration Date :

#### THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren {For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package} The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM. SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project

owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work. - When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential

Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

-where Level A, B, or C protection is required: + \$5.00/hr

-other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM. **Effective Dates:** 

#### 03/01/2023

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

# 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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).
These rates apply to work contracted for by the following utility companies:
Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural
Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.
These rates do not apply to work on substations or switching stations.
For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

### \* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits. 3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

### OVERTIME:

Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

#### **RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:** 

12/04/2022			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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

## ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

## **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

# CLASSIFICATIONS:

Special License Operator

### **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

### CLASSIFICATIONS:

Transit Man

### Effective Dates:

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
55.31	38.16	93.47	96.33	99.21

### **CLASSIFICATIONS:**

Line Equipment Operator

## **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
48.39	33.38	81.77	84.29	86.81

### **CLASSIFICATIONS:**

Dynamite Man

# **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
72.01	49.68	121.69	125.44	129.20

# CLASSIFICATIONS:

General Foreman

### **Effective Dates:**

12/04/2022		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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

# **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
64.52	44.51	109.03	112.40	115.76

# CLASSIFICATIONS:

### Line Foreman

## **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
46.66	32.19	78.85	81.28	83.72

# CLASSIFICATIONS:

Street Light Mechanical Leader

### **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

### **CLASSIFICATIONS:**

Groundman Winch Operator

## **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

## CLASSIFICATIONS:

Groundman Truck Operator

# **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

# CLASSIFICATIONS:

Street Light Mechanic

## **Effective Dates:**

	12/04/202	2	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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# ELECTRICIAN- UTILITY WORK (NORTH) Rates Expiration Date :

## **Effective Dates:**

12/04/2022		12/03/2023	12/01/2024	
Rate	Fringe	Total	Total	Total
37.45	25.84	63.29	65.23	67.17

# CLASSIFICATIONS:

Groundman 2nd Year

### **Effective Dates:**

	12/04/202	2	12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
34.57	23.85	58.42	60.21	62.02

## CLASSIFICATIONS:

Groundman 1st Year

### **Effective Dates:**

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

### **CLASSIFICATIONS:**

Line Equipment Foreman

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).
These rates apply to work contracted for by the following utility company:
Atlantic City Electric.
These rates do not apply to work on substations or switching stations.
For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

### \* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work +10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

### OVERTIME:

Hours in excess of 8 per day, or before or after the regular wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

#### RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

#### WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men. **Effective Dates:** 

#### 12/04/2022

Rate	Fringe	Total
67.52	55.11	122.63

## **CLASSIFICATIONS:**

General Foreman

ENTIRE STATE

# 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
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

ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

# Effective Dates:

	12/04/2022	2
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

# TERRITORY ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

# ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

# **Effective Dates:**

12/04/2022		
Rate	Fringe	Total
23.21	28.31	51.52

## CLASSIFICATIONS:

Flagman

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

## ENTIRE STATE

### HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\*

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

#### SHIFT DIFFERENTIALS:

Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.

- Shifts shall receive an additional \$3.00 per hour.

### OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work: -where Level A, B, or C protection is required: + \$3.00/hr -other Hazardous Waste site: + \$1.00/hr Effective Dates:

#### 03/01/2023

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

# ENTIRE STATE

# NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT PREVAILING WAGE RATE DETERMINATION

### HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

### **Effective Dates:**

### 03/01/2023

Rate	Fringe	Total
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)

# ENTIRE STATE

### 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)

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# **DIVISION 32 – EXTERIOR IMPROVEMENTS**

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# SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.
- B. Cast-in-Place Concrete shall be performed in accordance with Section 606 and 607 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for all concrete items.
- B. Related Sections include the following:
  - 1. Section 31 20 00 "Earthwork".
  - 2. Section 31 23 19 "Dewatering".
  - 3. Section 31 50 00 "Excavation Support and Protection".

# 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
  - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing reshoring.
- E. Qualification Data: For Installer.
- F. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
  - 1. Aggregates.

- G. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Form materials and form-release agents.
  - 4. Steel reinforcement and accessories.
  - 5. Floor and slab treatments.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
- E. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete,"
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

# 1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

### PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed, hot dipped galvanized.
- B. Hot Dipped Galvanized Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets, hot dipped galvanized.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet, hot dipped galvanized.
- D. Epoxy Mortar: Hilti RE 500 Epoxy Mortar or approved equal.

#### 2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

#### 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
  - 1. Portland Cement: ASTM C 150, Type I/II,.

- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
- C. Water: ASTM C 94/C 94M and potable.
- 2.5 ADMIXTURES (Only if approved by Engineer)
  - A. Air-Entraining Admixture: ASTM C 260.
  - B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
    - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
    - 2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
    - 3. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

#### 2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

#### 2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Mortar: Hilti RE 500 Epoxy Mortar or approved equal.

### 2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

- B. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing or high-range water-reducing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

# 2.9 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

### 2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

### PART 3 - EXECUTION

#### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 2. Class B, 1/4 inch Class C, 1/2 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces.
  - 1. Install keyways, reglets, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.
- F. Chamfer exterior corners and edges of permanently exposed concrete.
- G. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

- H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

# 3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete, if concrete is hard enough to not be damaged by form-removal operations and curing and protection operations are maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets.

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
- D. ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- E. Hot-Weather Placement: Comply with ACI 301 and as follows:
  - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

# 3.6 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view.

### 3.7 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

# 3.8 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Inspections:
  - 1. Steel reinforcement placement.
  - 2. Verification of use of required design mixture.
  - 3. Concrete placement, including conveying and depositing.
  - 4. Curing procedures and maintenance of curing temperature.
  - 5. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

- 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
- 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
- 5. Compression Test Specimens: ASTM C 31/C 31M.
  - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
  - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
- 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
  - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
  - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
- 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- 9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

# PART 4 - MEASUREMENT AND PAYMENT

#### 4.1 OUTFALL SLEEVE REPAIR

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, excavation, compaction, formwork, concrete, and any other work required to construct the outfall sleeve repair as shown on the contract drawing and as specified herein.

# END OF SECTION 03 30 00

# SECTION 03 31 00 - CONCRETE PATCH PIN

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- 1.2 SECTION INCLUDES
  - A. Applications of patch pins
  - B. Features of patch pins
  - C. Installation Procedures of patch pins
  - D. Technical Specifications of patch pins

### 1.3 APPLICATIONS

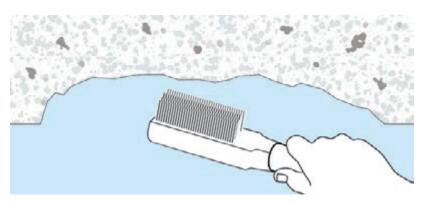
A. Stainless steel helical pin for providing a strong mechanical key when patch repairing reinforced concrete.

#### 1.4 FEATURES

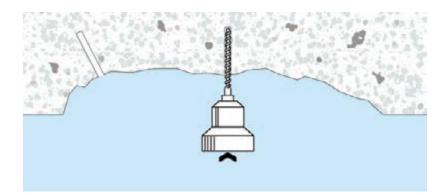
- Forms powerful bond with patching mortar
- Additional mechanical bonding security
- Can be installed vertically or angled and bent after installation, if required
- Requires no chemicals

#### 1.5 INSTALLATION PROCEDURES

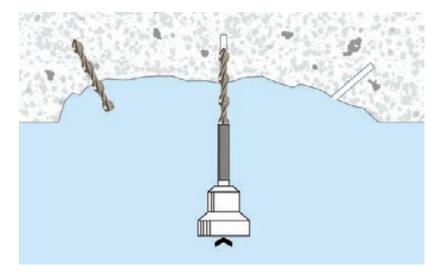
1. Remove all loose concrete from the area to be patched. Hammer tap the area to establish if any hollows are present and break back to sound concrete. Remove any dust and debris with a stiff wire brush. Clean and treat any exposed embedded steel rebar with a suitable epoxy coating.



2. Drill pilot holes, vertically or at an angle of up to 45°, to the correct diameter and spacing into the concrete (using an SDS rotary hammer drill).



3. Fit the pin drill sleeve driver over the drill bit and insert the pin into the tool. Install the pin into the pilot hole with the SDS rotary hammer drill set to hammer only. Ensure that the outer end of the pin will be below the face of the concrete patch – the pin can be bent, if required.



4. Apply the patching mortar, as required, in accordance with the Manufacturer's instructions. Fill all gaps and make good the surface.



# 1.6 TECHNICAL SPECIFICATIONS

Material:	stainless steel Grade 316
Diameter:	8mm
Length:	70mm (3") or 100mm (4")
Diameter of pilot hole:	6.5mm
Depth of pilot hole:	2"
Pin spacing and positioning:	Can be varied according to site conditions but should start 2" from the edge of the patched area
Pin density:	Intermediate pins should be at $6" - 8"$ center spacing. Extra pins may be used at the discretion of the engineer / site manager. There should be a minimum of two pins per patch
NOTE: The outer end of installed pins must be below the face of the concrete patch.	NOTE: The outer end of installed pins must be below the face of the concrete patch. To ensure this occurs pins may be bent as required.
Bonding agent:	None required
TOOLING	
For drilling clearance hole:	SDS rotary hammer drill 650w/700w
For installing pin:	Pin drill sleeve driver with SDS rotary hammer drill
	650w/700w set on hammer only

# PART 2 - MEASUREMENT AND PAYMENT

# 2.1 CONCRETE SPALL REPAIR

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, concrete patch spins for spall repairs and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# END OF SECTION 03 31 00

### SECTION 03 60 00 - GROUTING

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.
- B. Grouting shall be performed in accordance with Division 450 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Hand Pack Grouting.
  - 2. Pressure Grouting.
- B. Related Sections include the following:
  - 1. Section 31 23 19 "Dewatering"
  - 2. Section 31 50 00 "Excavation Support and Protection"

### 1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
 1. Grout

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

#### **PART 2 - MATERIALS**

### 2.1 PORTLAND CEMENT GROUT

- A. Portland Cement: Comply with ASTM C150/C150M, Type II
- B. Water:
  - 1. Potable:
  - 2. No impurities, suspended particles, algae, or dissolved natural salts in quantities capable of causing:
    - a. Corrosion of steel.
    - b. Volume change increasing shrinkage cracking.

- c. Efflorescence.
- d. Excess air entraining.
- C. Fine Aggregate:
  - 1. Washed natural sand.
  - 2. Gradation:
    - a. Comply with ASTM C33/C33M.
    - b. Represented by smooth granulometric curve within required limits.
  - 3. Free from injurious amounts of organic impurities according to ASTM C40/C40M.
- D. Mix:
  - 1. Portland cement, sand, and water.
  - 2. Do not use ferrous aggregate or staining ingredients in grout mixes.

# 2.2 STORAGE AND SUPPLY

A. A sufficient quantity of all materials shall be on hand to ensure that grouting operations will not be interrupted or delayed. Materials shall be stored and protected at all times and at all locations so that the quality of the materials is maintained.

### 2.3 EQUIPMENT

- A. Mixers
  - 1. Unless otherwise specified, mixers shall be high speed colloidal type and capable of thoroughly mixing water, cement, and bulk fillers to produce a grout of uniform texture and consistency. Mixers shall match the capacity of the pumping plant.

### B. Holdover tank

1. A holdover tank shall be furnished if a single compartment mixer is used. It shall be equipped with mechanical agitators to prevent segregation of the grout and shall have sufficient capacity to temporarily store the grout and thus provide a continuous supply. The outflow shall pass through a No. 16 wire mesh screen if the grout contains particles or foreign matter that would interfere with its proper flow into the voids it is intended to fill.

#### C. Pumps

- 1. Grout pumps shall be long stroke, multiple piston or the helical screw type. The capacity shall be not less than 3 cubic feet per minute at 200 pounds per square inch for the grout mix.
- D. Air supply
  - 1. The air supply shall meet the requirement of the pumps and shall not be less than 200 cubic feet per minute per plant.
- E. Water meter
  - 1. One water meter that has a reset and is graduated in tenths of gallons or hundredths of cubic feet shall be used with each mixer.

- F. Pressure gauges
  - 1. One pressure gauge shall be installed at the pump and one at the collar of the hole. Gauges shall be nonclogging or use gauge savers or grease to prevent clogging. Spare gauges shall be available at the plant at all times.
- G. Hoses, valves, and fittings
  - 1. Hoses, valves, and fittings shall be compatible with the maximum pressures specified. Hose from pump to grout header and return shall not be smaller than 1.5-inch (ID), and the pipe between header and packer shall not be smaller than 0.75-inch (ID). Double or single packers may be required for grouting and pressure testing. Packers shall fit tightly in the holes at all testing and grouting pressures.

### 2.4 ARRANGEMENT OF GROUTING EQUIPMENT

- A. The arrangement of grouting equipment shall provide a return line from the header back to the mixer or holdover tank. This permits continuous circulation of the grout. The grout pressure shall be controlled at the header or at the end of the return line.
- B. The hose between the takeoff at the grout supply line to the header at the hole shall not be longer than 15 feet.
- C. Grouting several holes simultaneously from the same grout pump (multiple header arrangement) is not permitted.
- D. Each hole shall be equipped with a shutoff valve below the hand coupling union. This permits shutoff at refusal pressure and removal of the header to another hole while still maintaining pressure in the completed hole.
- E. The header arrangement shall include a blowoff valve and a control valve used to check hole back pressure before header removal. It must also have a return line valve. The header shall be connected to the supply line by a U-shaped pipe arrangement or other fashion that prevents fallout of solids into the hole from the bypassing grout during low rates of grout acceptance.

# **PART 3 - EXECUTION**

# 3.1 EXAMINATION

A. Verify areas to receive grout.

### 3.2 PREPARATION

- A. Install surface and ground water control measures as needed to perform work in dry conditions. Water control measures include, but are not limited to diversions, culverts, sumps with pumps or other means necessary to maintain the level of groundwater below subgrade elevation and to divert the surface water away from work area.
- B. Remove all topsoil, loose excavated materials, trees, timber debris, soft yielding material and concrete debris, and other objectionable materials from beneath the areas where the grouted riprap is to be placed and as shown on the plans. Do not block natural drainage layers or horizons within the channel bottom.
- C. Place approved on-site material and compact as specified to designated subgrade elevation.

- D. Do not backfill depression with shattered shale materials.
- E. Compact subgrade to 95 percent maximum density, AASHTO T 99, or to a 70 relative maximum density, AASHTO T 180.
- F. Smooth graded areas maintaining specified slope with no more than 3 inches change unless closer tolerances are specified.

### 3.3 HAND PACK GROUTING

- A. Hand pack crack in grouted riprap with masonry grout as shown on the contract drawings.
- B. Thoroughly compact grout and eliminate air pockets.
- C. The quantity of grout prepared in advance shall be kept to a minimum. Grout that has remained in the mixer or holdover tank with or without agitation for more than an hour shall be discarded.
- D. Grout temperatures shall be no lower than 50 degrees Fahrenheit. The grouted soil, rock, or concrete shall be no colder than 40 degrees Fahrenheit when grout is injected and for at least 48 hours thereafter. Insulation or heat shall be applied to the surface for 24 hours before grouting and 48 hours after if required to keep the soil, rock, or concrete above the minimum required temperature.

### 3.4 PRESSURE GROUT

- A. The pumping rate shall not exceed 3 cubic feet per minute unless otherwise approved by the Engineer.
- B. Grouting, particularly in zones near the surface, shall be accomplished with extreme caution to prevent uplift of the rock or excessive leakage at the surface.
- C. A hole shall be considered grouted when the grout take at the design pressure is less than 1 cubic foot of grout in 10 minutes.
- D. If a hole continues to accept grout after a specified amount of the thickest workable grout mixture has been injected, the engineer may specify a reduced pump speed and/or the use of accelerators, or may direct that the pumping be halted temporarily to permit the grout to set. In which case, the hole shall be flushed with about 5 to 8 cubic feet of water and rested for at least 4 hours.
- E. Grouting shall be discontinued in holes that do not respond to the above procedure. The holes shall be redrilled and regrouted later, or the area of high grout absorption shall be grouted from adjacent holes until the design objective has been achieved.
- F. The quantity of grout prepared in advance shall be kept to a minimum. Grout that has remained in the mixer or holdover tank with or without agitation for more than an hour shall be discarded.
- G. Grout temperatures shall be no lower than 50 degrees Fahrenheit. The grouted soil, rock, or concrete shall be no colder than 40 degrees Fahrenheit when grout is injected and for at least 48 hours thereafter. Insulation or heat shall be applied to the surface for 24 hours before grouting and 48 hours after if required to keep the soil, rock, or concrete above the minimum required temperature.

### 3.5 Records

- A. Unless otherwise specified, the contractor shall keep complete records of all grouting operations. These records include time logs of grout mixes and admixtures used in each stage or lift for each hole, related pressures and pumping rates, back-pressures, and observations on excessive leakage and other nonroutine conditions.
- B. Unless otherwise specified, the contractor shall cooperate in providing all information related to grouting activities required by the contract.
- C. Unless otherwise specified, one copy of the records shall be provided the engineer at the completion of each shift.

### 3.6 Cleanup

A. After grouting is completed, the contractor shall remove the grouting plant and all related parts, equipment, and supplies from the site. The cleanup includes unused materials and waste. Restore areas and grouted riprap disturbed by the grouting operation back to original condition.

# PART 4 - MEASUREMENT AND PAYMENT

# 4.1 HAND PACK GROUTING

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the preparation of the surface, supply and installation of grout and riprap and any other work required to complete the improvements as shown on the contract drawing and as specified herein.

### 4.2 PRESSURE GROUTING

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the preparation of the surface, supply and installation of pressure grout, site restoration and any other work required to complete the improvements as shown on the contract drawing and as specified herein.

#### END OF SECTION 03 60 00

### SECTION 03 73 00 – Concrete Rehabilitation

# PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This specification describes the patching of exterior horizontal surfaces with a polymer-modified, portland cement mortar/concrete.
- 1.2 QUALITY ASSURANCE
  - A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
  - B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have receiveed product training by a manufacturer's representative.
  - C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

#### 1.4 JOB CONDITIONS

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 45°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.

### 1.5 SUBMITTALS

A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

### 1.6 WARRANTY

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

# PART 2 - PRODUCTS

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# 2.1 MANUFACTURER

A. SikaTop 122 Plus, as manufactured by Sika Corporation, or approved equal (Sikaquik Winter Boost Admixture is an approved alternate for colder temperature conditions).

# 2.2 MATERIALS

- A. Polymer-modified Portland cement mortar:
  - 1. Component A shall be a liquid polymer emulsion of an acrylic copolymer base and additives.
    - a. pH: 4.5-6.5
    - b. Film Forming Temperature: 73°F max.
    - c. Tear Strength: 950-psi min.
    - d. Elongation at Break: 500% min.
    - e. Particle Size: less than 0.1 micron
  - 2. Component A shall contain an organic, penetrating corrosion inhibitor which has been independently proven to reduce corrosion in concrete via ASTM G3 (half-cell potential tests). The corrosion inhibitor shall not be calcium nitrite, and shall have a minimum of 5 years of independent field testing to document performance on actual construction projects.
  - 3. Component B shall be a blend of selected portland cements, specially graded aggregates, admixtures for controlling setting time, water reducers for workability, and an organic accelerator.
  - 4. The materials shall be non-combustible, both before and after cure.
  - 5. The materials shall be supplied in a factory-proportioned unit.
  - 6. The polymer-modified, portland cement mortar must be placeable from 1/8" to 1-1/2" in depth per lift for vertical applications and 1/8" to 1" in depth for overhead applications.
- B. To prepare a polymer-modified Portland cement concrete: aggregate shall conform to ASTM C-33. The factory-proportioned unit shall be extended with 42-lb. max. of 3/8 in. (No. 8 distribution per ASTM C-33, Table II) clean, well-graded, saturated surface dry aggregate, having low absorption and high density. Aggregate must be approved for use by the Engineer.

# 2.3 PERFORMANCE CRITERIA

- A. Typical Properties of the mixed polymer-modified, portland cement mortar:
  - 1. Working Time: Approximately 30 minutes
  - 2. Finishing Time: 50-120 minutes
  - 3. Color: concrete gray when mixed
- B. Typical Properties of the cured polymer-modified, portland cement mortar:
  - 1. Compressive Strength (ASTM C-109 Modified)

a. 1 day: 3000 psi min.	(20.7 MPa)
b. 7 day: 5500 psi min.	(37.9 MPa)
c. 28 day: 7000 psi min.	(48.3 MPa)

- 2. Flexural Strength (ASTM C-293) @ 28 days: 2000 psi (13.8 MPa)
- 3. Splitting Tensile Strength (ASTM C-496) @ 28 days: 750 psi (5.2 MPa)
- 4. Bond Strength (ASTM C-882 Modified) @ 28 days: 2200 psi (15.2 MPa)
- 5. The portland cement mortar shall not produce a vapor barrier.
- 6. Density (wet mix): 136 lbs. / cu. ft. (2.18 kg/l)

7. Permeability - AASHTO T-277 @ 28 days Approximately 500 Coulombs

# PART 3 – EXECUTION

### 3.1 SURFACE PREPARATION

- A. Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare concrete substrate to obtain a surface profile of +/- 1/16" (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than 1/8" in depth.
- B. Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust. Where corrosion has occurred due to the presence of chlorides, the steel shall be high pressure washed after mechanical cleaning. Prime steel with 2 coats of primer as per the technical data sheet. (See Spec Component SC-201-0699)

# 3.2 MIXING AND APPLICATION

- A. Mechanically mix in an appropriate sized mortar mixer or with a mud paddle and low speed (400-600 rpm) drill. Pour approximately 4/5 gal Component A into the mixing container. Add Component B while continuing to mix. Mix to a uniform consistency for a maximum of three minutes. Add remaining Component A to mix for desired consistency. Should smaller quantities be needed, be sure the components are measured in the correct ratio and that the Component B is uniformly blended before mixing the components together. Mix only that amount of material that can be placed in 30 minutes. Do not retemper material.
- B. Mixing of the polymer-modified Portland cement concrete: Pour all (1-gallon) of Component A into the mixing container. Add Component B while continuing to mix. Add correct amount of the pre-approved coarse aggregate, and continue mixing to a uniform consistency. Mixing time should be 3 minutes maximum.
- B. Placement Procedure: At the time of application, the substrate shall be saturated surface dry with no standing water. Mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. If repair area is too large to fill while scrub coat is still wet use Sika Armatec 110 EpoCem in lieu of scrub coat. After filling, consolidate then screed. Allow mortar to set to desired stiffness then finish with trowel for smooth surface. Wood float or sponge float for a rough surface. Allow mortar or concrete to set to desired stiffness, then finish with trowel, manual por power, for smooth surface. Broom or burlap drag for rough surface. Areas where the depth of the repair is less than 1-inch shall be repaired with polymer-modified Portland cement mortar. In areas where the depth of the repair is greater than 1 inch, the repair shall be made with polymer-modified Portland cement concrete.
- D. As per ACI recommendations for portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water-based\* compatible curing compound. Moist curing should commence immediately after finishing and continue for 48 hours. Protect newly applied material from rain, sun, and wind until compressive strength is 70% of the 28-day compressive strength. To prevent from freezing cover with insulating material. Setting time is dependent on temperature and humidity.

\*Pretesting of curing compound is recommended.

E. Adhere to all procedures, limitations and cautions for the polymer-modified portland cement mortar in the manufacturers current printed technical data sheet and literature.

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# 3.3 CLEANING

- A. The uncured polymer-modified portland cement mortar can be cleaned from tools with water. The cured polymer -modified portland cement mortar can only be removed mechanically.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

# PART 4 - MEASUREMENT AND PAYMENT

### 4.1 REPOINTING MASONRY JOINTS

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, repointing of joints, concrete spall and concrete scaling repair, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# 4.2 CONCRETE SPALL REPAIR

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, concrete spall and scaling repair, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# 4.3 SCALING REPAIR

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, concrete scaling repair, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# END OF SECTION 03 73 00

# **SECTION 04 05 13 – Masonry Mortaring**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Replacing Grout and Stones.
  - 2. Reconstruct/Repoint Wall.
  - 3. Repoint Masonry Joints.
- B. General Requirements:
  - 1. Site Clearing shall be performed in accordance with Section 201 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

#### 1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

### 1.5 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit stone restoration and cleaning work to be performed according to manufacturers' written instructions and specified requirements.
- B. Repair stone units and repoint mortar joints only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least 7 days after completion of the Work unless otherwise indicated.

- C. Cold-Weather Requirements: Comply with the following procedures for stone repair and mortar-joint pointing unless otherwise indicated:
  - 1. When air temperature is below 40 deg F, heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 120 deg F.
  - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 7 days after repair and pointing.
- D. Hot-Weather Requirements: Protect stone repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
- F. Clean stone surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after completion of cleaning.
- G. Apply stone consolidation treatment only when surface and air temperatures are between 50 and 90 deg F and rain is not expected within 24 hours.

### 1.6 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Perform stone restoration work in the following sequence:
  - 1. Remove plant growth.
  - 2. Repair stonework, including replacing existing stone with stone natural to the area, if necessary.
  - 3. Rake out mortar from joints to be repointed.
  - 4. Point mortar joints.
  - 5. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  - 6. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 7. Pressure grout dam face in accordance with Section 03 60 00 Grouting.

# PART 2 - PRODUCTS

# 2.2 STONE MATERIALS

- A. Salvaged Stone: Obtain salvaged stone from areas scheduled to be reconstructed as shown on Drawings. Clean off residual mortar.
- B. Supplemental Stone: Contractor shall provide additional stone as required to replace missing stones. Supplemental stone shall be of similar style as existing, to be approved by the Engineer.

### 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.1. For pointing mortar, provide sand with rounded edges.
- D. Water: Potable.

### 2.4 CLEANING MATERIALS

A. Water: Potable.

# 2.5 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
  - 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Do not use admixtures in mortar unless otherwise indicated.
- C. Mortar Proportions: Mix mortar materials in the following proportions:
  - 1. Mortar: Comply with ASTM C 270, Proportion Specification, Type S unless otherwise indicated, with cementitious material limited to portland cement and lime.

# **PART 3 - EXECUTION**

#### 3.1 REPOINTING MASONRY JOINTS

- A. Rake out and repoint joints to the following extent:
  - 1. All joints in areas indicated.
  - 2. Cracked joints where cracks can be penetrated at least 1/4 inch by a knife blade 0.027 inch thick.
  - 3. Cracked joints where cracks are 1/16 inch or more in width and of any depth.
  - 4. Joints where they sound hollow when tapped by metal object.
  - 5. Joints where they are worn back 1/4 inch or more from surface.
  - 6. Joints where they are deteriorated to point that mortar can be easily removed by hand, without tools.
  - 7. Joints where they have been filled with substances other than mortar.
  - 8. Joints indicated as sealant-filled joints.

- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows:
  - 1. Remove mortar from joints to depth of 2 times joint width or as indicated, but not less than 1/2 inch or not less than that required to expose sound, unweathered mortar.
  - 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  - 3. Do not spall edges of stone units or widen joints
  - 4. Remove mortar by the following methods:
    - a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet. Strictly adhere to approved quality-control program.
    - b. Pressure wash face of dam to remove loose material between stones.
- D. Pointing with Mortar:
  - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
  - 3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
  - 4. When mortar is thumbprint hard, tool joints. Remove excess mortar from edge of joint by brushing.
  - 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
    - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
    - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
  - 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

# 3.2 RECONSTRUCT/REPOINT WALL

- A. Reconstruct wall as shown on the contract drawing. Replace missing stone caps and face stones. Contractor shall supplement stone caps and face stones of with stones of similar style as existing, to be approved by the Engineer.
- B. Repoint wall as shown on the contract drawing per Section 3.1 Repointing Masonry Joints.

### 3.3 REPLACE GROUT AND STONES

A. Contractor shall supply stone and grout to wall in accordance with 03 60 00 – Grouting.

# PART 4 - MEASUREMENT AND PAYMENT

### 4.1 REPOINTING MASONRY JOINTS

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, repointing of masonry joints, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

### 4.2 RECONSTRUCTION/REPOINT WALL

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the reconstruction of various portions of stone wall as shown on the contract drawing, suppling and installing stone caps and face stones, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# 4.3 REPLACE GROUT AND STONES

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the supply and installation of stones and mortar, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# END OF SECTION 31 10 00

### SECTION 05 53 00 - CHANNEL GATE

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- 1.2 SECTION INCLUDES
  - A. Auxiliary Spillway Channel Gate

#### 1.3 APPLICATIONS

A. Aluminum Framed Perforated Stationary Water Screen with Channel grouted into existing stone. Gate shall include lifting arms and grease ports.

### 1.4 FEATURES

- Two screen system with front and rear water intakes
- Single Piece gate
- Bottom Channel with Self Flushing Weep Holes
- Aluminum Channel set in stone
- Lifting arms with multiple locking positions
- Galvanized mesh

#### 1.5 SUBMITTALS

Contractor shall submit detailed Shop Drawings signed & sealed by a New Jersey Professional Engineer which includes the following but not limited to:

- Water Screen Type
- Mesh Type
- Drive Type
- Fabrication Materials
- Size of all components
- Layout of components
- Lifting Arm heights and pin positioning
- Pin Locking mechanism
- Lifting Lugs
- Debris Catch Basket
- Protection of Exiting Components
- Required Flow Rates
- Reaction Load on Existing Structure
- Delivery Timeline

# PART 2 - MEASUREMENT AND PAYMENT

# 2.1 SPILLWAY CHANNEL GATE

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, concrete patch spins for spall repairs and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# END OF SECTION 05 53 00

### SECTION 07 90 00 - JOINT SEALERS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This specification describes the sealing of joints and cracks with a two-component, non-sag, elastomeric polyurethane sealant.

# 1.2 QUALITY ASSURANCE

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001:2008 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

#### 1.4 JOB CONDITIONS

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified coating.

### 1.5 SUBMITTALS

A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

#### 1.6 WARRANTY

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

### **PART 2 - PRODUCTS**

### 2.1 MANUFACTURERS

#### JOINT SEALERS

A. Sikaflex-1A, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, OH 43302 or approved equal.

# 2.2 MATERIALS

- A. Polyurethane sealant:
  - 1. The joint sealant shall be a one-component, gun grade, polyurethane-base material. It shall be applicable in horizontal, vertical and overhead joints. The sealant shall cure under the influence of atmospheric moisture to form an elastomeric substance.
- B. Any primers, as required, recommended by the manufacturer of the specified product, approved by the engineer.
- C. Backer rod or bond breaker tape as approved by engineer.

#### 2.3 PERFORMANCE CRITERIA

- A. Properties of the mixed polyurethane sealant:
  - 1. Initial Cure (Tack-Free Time): TT-S-00230C 4 hours, Cure 4-7 days
  - 2. Consistency: non-sag
  - 3. Color: 7 architectural standard colors
- B. Properties of the cured polyurethane sealant:
  - 1. Tensile Properties (ASTM D-412) at 21 days
    - a. Tensile Stress: 175-psi min. (1.37MPa)
    - b. Elongation at Break: 550%
    - c. Modulus of Elasticity 25% 35 PSI 90.24 MPa)

50% 60 PSI (0.41 MPa)

100% 85 PSI (0.59 MPa)

- 2. Shore A Hardness (ASTM D-2240) at 21 days: 40 +/-5
- 3. Tear Strength (ASTM D-624) at 21 days: 55 lbs./in
- 4. Adhesion in Peel (TT-S-00230C, ASTM C-794
  - a. Concrete: 20-lb. min. 0% Adhesion Loss
  - b. Aluminum: 20-lb. min. 0% Adhesioin Loss
  - c. Glass: 20-lb. min. 0% Adhesion Loss
- 5. Service Range: -40 to 170 F (-40 to 77C)
- 6. The sealant shall conform to Federal Specification TT-S-00230C, Type II, Class A.
- 7. The sealant shall conform to ASTM C-920, Type S, Grade NS, Class 35.
- 8. The sealant must comply with ANSI Standard 61 (NSF Approval) for use in contact with potable water.
- 9. The sealant shall be non-staining

# **PART 3 - EXECUTION**

#### 3.1 SURFACE PREPARATION

A. The joint and adjacent substrate must be clean, dry, sound and free of surface contaminants. Remove all traces of the old sealant, dust, laitance, grease, oils, curing compounds, form release agents and foreign particles by mechanical means, i.e. – sandblasting, etc., as approved by the engineer. Blow joint free of dust using compressed air line equipped with an oil trap.

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# 3.2 MIXING AND APPLICATION

- A. Joints:
  - 1. Placement Procedure: Prime all substrates as required based upon the recommendations of the manufacturer of the specified product, when field testing indicates need, and when the joints will be subject to immersion after cure, as approved by the Engineer.
  - 2. Install approved backer rod or bond breaker tape in all joints subject to thermal movement to prevent three-sided bonding and to set the depth of the sealant at a maximum of 1/2 in., measured at the center point of the joint width. Approval of the backer rod or bond breaker tape shall be made by the Engineer.
  - 3. Joints shall be masked to prevent discoloration or application on unwanted areas, as directed by the Engineer. If masking tape is used, it shall not be removed before tooling, yet must be removed before the initial cure of the sealant. Do not apply the masking tape until just prior to the sealant application.
  - 4. Install sealant into prepared joints when the joint is at mid-point of its expansion and contraction cycle. Place the nozzle of the gun, either hand, air or electric powered, into the bottom of the joint and fill entire joint. Keep the top of the nozzle in the sealant; continue with a steady flow of sealant preceeding the nozzle to avoid air entrapment. Avoid overlapping the sealant to eliminate the entrapment of air. Tool as required to properly fill the joint.
  - 5. Adhere to all limitations and cautions for the polyurethane sealant in the manufacturer's printed literature
- B. Cracks
  - 1. For best performance, sealant should be gunned into crack to a minimum of 1/4" in depth. Place the nozzle of the gun, either hand or air or electric powered, into the bottom of the crack and fill entire crack. Keep the tip of the nozzle in the sealant, continue with a steady flow of sealant preceeding the nozzle to avoid air entrapment. Avoid overlapping the sealant to eliminate the entrapment of air. Tool as required to properly fill the crack.
  - 2. Adhere to all limitations and cautions for the polyurethane sealant as stated in the manufacturers printed literature.

# 3.3 CLEANING

- A. The uncured polyurethane sealant can be cleaned with an approved solvent. The cured polyurethane sealant can only be removed mechanically
- B. Leave work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

# PART 1 - MEASUREMENT AND PAYMENT

# 1.1 REPOINTING MASONRY JOINTS

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, sealing of joints, and any other work required to complete the improvements as shown on the contract drawings and as specified herein.

# END OF SECTION 07 90 00

# SECTION 31 05 19.13 - GEOTEXTILES FOR EARTHWORK

# PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Turf reinforcement mats (TRMs).

### B. Related Requirements:

1. Section 31 20 00 - Soils for Earthwork: Fill and grading materials.

#### 1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO M288 Standard Specification for Geotextile Specification for Highway Applications.

#### B. ASTM International:

- 1. ASTM D4355/D4355M Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
- 2. ASTM D4533/D4533M Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
- 3. ASTM D4632/D4632M Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- 4. ASTM D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
- 5. ASTM D6524 Standard Test Method for Measuring the Resiliency of Turf Reinforcement Mats (TRMs).
- 6. ASTM D6525/D6525M Standard Test Method for Measuring Nominal Thickness of Rolled Erosion Control Products.
- 7. ASTM D6566 Standard Test Method for Measuring Mass per Unit Area of Turf Reinforcement Mats.
- 8. ASTM D6567 Standard Test Method for Measuring the Light Penetration of a Turf Reinforcement Mat (TRM).
- 9. ASTM D6575 Standard Test Method for Determining Stiffness of Geosynthetics Used as Turf Reinforcement Mats (TRMs).
- 10. ASTM D6818 Standard Test Method for Ultimate Tensile Properties of Rolled Erosion Control Products.

# 1.3 SUBMITTALS

- A. Product Data: Submit manufacturer information including tensile strength, elongation, thickness, UV resistance, and other material specifications.
- B. Shop Drawings: Indicate fabric layout, seam locations, and overlap details in installation drawings.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

- D. Manufacturer Instructions: Submit detailed instructions on installation requirements, including storage and handling procedures.
- E. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- F. Qualifications Statements:
  - 1. Submit qualifications for manufacturer and installer.
  - 2. Submit manufacturer's approval of installer.
- 1.4 DELIVERY, STORAGE, AND HANDLING
  - A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
  - B. Comply with ASTM D4873.
  - C. Store materials according to manufacturer instructions.
  - D. Protection:
    - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
    - 2. Provide additional protection according to manufacturer instructions.

### **PART 2 - PRODUCTS**

- 2.1 Turf Reinforcement Mat
  - A. RollMax EroNet P300 by North American Green or approved equal.

# **PART 3 - EXECUTION**

### 3.1 EXAMINATION

A. Verify that underlying surface is smooth and free of ruts or protrusions that could damage geotextile material.

### 3.2 PREPARATION

A. Prepare soil before installing turf reinforcement mat.

# 3.3 TURF REINFORCEMENT MAT

- A. Lay and maintain smooth and free of tensile stresses, folds, wrinkles, or creases.
- B. Ensure that material is in direct contact with subgrade.
- C. Install and staple turf reinforcement mats as specified by the manufacturer.

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- D. All turf reinforcement mats must be securely fastened to soil surface by placing staples/stakes in appropriate locations as specified by the product manufacturer.
- E. The edges of parallel turf reinforcement mats must be stapled with overlap as specified by the product manufacturer.
- F. Consecutive turf reinforcement mats spliced down the slope must end be end over end (shingle style) with an overlap as specified by the manufacturer. Staple through overlapped area as specified by the manufacturer.

# 3.4 **PROTECTION**

- A. Ballast: Adequate to prevent uplift of material by wind.
- B. UV Exposure: Do not leave material uncovered for more than 14 days after installation.
- C. Do not use staples or pins to hold geotextiles in place where located adjacent to other geosynthetic layers that could be damaged.
- D. Do not operate equipment directly on top of geotextile.

# PART 4 - MEASUREMENT AND PAYMENT

### 4.1 TURF REINFORCEMENT MAT

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the preparation of the surface, supply and installation the turf reinforcement mat, with all required hardware, site restoration and any other work required to complete the improvements as shown on the contract drawing and as specified herein.

# **END OF SECTION 31 05 19.13**

#### SECTION 31 10 00 - SITE CLEARING

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Removing debris.
  - 2. Removing designated trees, shrubs, and other plant life.
  - 3. Restoring disturbed areas.
- B. Additional Information
  - 1. <u>Explosives</u>: The use of explosives will not be permitted for this Work.
- C. General Requirements:
  - 1. Site Clearing shall be performed in accordance with Section 201 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

#### 1.3 MATERIAL OWNERSHIP

A. All materials indicated to remain on the OWNER's property shall be transported by the Contractor to stockpiles on site, as directed by the ENGINEER.

#### 1.4 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing. The preconstruction videos and/or photographs shall be submitted at the preconstruction meeting.

#### 1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with walks and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on OWNER's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. The CONTRACTOR shall be responsible for obtaining all permits unless noted otherwise. All expenses, including but not limited to, permit fees and associated cost for inspection, sampling, filing, monitoring, validation, handling, transportation, disposal shall be paid by the CONTRACTOR.
- B. All work shall be performed in accordance with current Federal, State and local rules and regulations, Standard Engineering Practices and Principles, Safety and Health Requirements Manual, and Contract Plans and Specifications.
- C. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area.
- D. Before beginning any clearing work, the CONTRACTOR shall survey the site and examine the drawings and specifications to determine the extent of the work.
- E. The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- F. Use of explosives will not be permitted.
- G. Protect and maintain benchmarks and survey control points from disturbance during construction.
- H. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to OWNER.

#### 3.2 DEBRIS REMOVAL

A. Remove all debris as indicated on the contract drawings.

#### 3.3 VEGETATION REMOVAL/RESTORATION

- A. Prune existing trees that are indicated on the drawings to be removed. Remove trimmings, brush, woody vegetation, and debris from under canopy.
- B. Cut tree branches with sharp and clean pruning instruments; do not break or chop.
- C. For tree/stump removal, grind stumps to 24" (minimum) below finish grade. Backfill voids created by vegetation removal with I-9 soil aggregate.
- D. Restore grass areas with 6" topsoil, fertilizing and seeding, and straw mulching, The Contractor shall maintain lawn for 30 days from substantial completion. Maintenance will include watering, fertilizing, weeding, mowing, replanting, etc. The lawn restoration shall be satisfactory if a healthy, uniform, close stand of grass has been established, free of weeds and with coverage exceeding 90 percent over any 10 s.f. and bare spots not exceeding 5"x5".

- E. Seed shall be 75% tall fescue (2 varieties) and 25% perennial ryegrass.
- F. Fertilizer shall be "New Seeding Lawn Fertilizer" by Jonathan Green or approved equal.

#### 3.4 DISPOSAL

- A. Disposal: Remove obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off OWNER's property.
  - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

#### PART 4 - MEASUREMENT AND PAYMENT

#### 4.1 VEGETATION REMOVAL/RESTORATION

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the removal of vegetation including trees, brushes and shrubs, backfill required to fill voids, topsoiling, fertilizing, seeding, site restoration, and any other work required to complete the improvement as shown on the contract drawing and as specified herein.

#### 4.2 DEBRIS REMOVAL

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the removal of all debris material from the project area as shown on the contract drawing and as specified herein.

#### END OF SECTION 31 10 00

#### SECTION 31 20 00 – EARTHWORK

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Earthwork shall be performed in accordance with Division 200 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Preparing subgrades for turf reinforcement mat.
  - 2. Excavating and backfilling for vegetation removal/restoration.
  - 3. Excavating and backfilling for stone bed.
- B. Related Sections include the following:
  - 1. Section 31 10 00 "Site Clearing", site clearing, vegetation removal, and site restoration.
  - 2. Section 31 23 19 "Dewatering" for lowering and disposing of ground water during construction.
  - 3. Section 31 50 00 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.

#### 1.3 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Construction Manager. This may also be used if, during earthwork operations, the Construction Manager determines that there are unsuitable materials on site and they must be removed above and beyond the initial contract. This excavation and replacement material required will be paid for according to Contract provisions for unit prices.

- 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
- 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Construction Manager. Unauthorized excavation, as well as remedial work directed by Construction Manager, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- L. Unsuitable Material: All material that cannot be compacted as directed by the Construction Manager.
- M. Unclassified Material: All materials above the subgrade elevations that includes brick and concrete debris, boulders (rocks over 3' in diameter), other obstructions including metals, piping, trash, etc.

#### 1.4 SUBMITTALS

- A. Product Data: For the following: 1. Structural Fill
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 1557 for each on-site and borrow soil material proposed for fill and backfill.
- C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.

#### 1.5 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

#### 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Construction Manager and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Construction Manager's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.

#### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Structural Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter, or fill as described in attached soils report.
- C. Unsatisfactory Soils for Import: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Topsoil: Shall conform with Section 917.01 Topsoil of NJDOT Standard Specifications for Road and Bridge Construction.
- E. Backfill: Naturally or artificially graded mixture of hard, durable particles of stone, gravel or sand. Backfill shall conform with NJDOT Designation I-9.
- F. Stone Bed Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarseaggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.

#### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system, specified in Division 31 Section "Dewatering," to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

#### 3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

#### 3.4 SUBGRADE INSPECTION

- A. Notify Construction Manager when excavations have reached required subgrade.
- B. If Construction Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Construction Manager, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Construction Manager, without additional compensation.

#### 3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

#### 3.6 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Surveying locations of underground utilities for Record Documents.
  - 2. Testing and inspecting underground utilities.

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- 3. Removing concrete formwork.
- 4. Removing trash and debris.
- 5. Removing temporary shoring and bracing, and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

#### 3.7 TOPSOIL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to finish grade.

#### 3.8 STONE BED COURSE

- A. Place drainage course on filter fabric over subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact stone bed course as follows:
  - 1. Place drainage in compacted thickness in a single layer.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

#### 3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

#### 3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
  - 3. For utility trenches, compact each layer of initial and final backfill soil material at 90 percent.

#### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
  - 2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

#### 3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Construction Manager; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

#### 3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

#### PART 4 - MEASUREMENT AND PAYMENT

#### 4.1 STONE BED CONSTRUCTION

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, excavation, supply and installation of filter fabric and stone, site restoration, and any other work required to complete the improvement as shown on the contract drawing and as specified herein.

### END OF SECTION 31 20 00

#### SECTION 31 23 19 – DEWATERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes construction dewatering.
- B. Related Sections include the following:
  - 1. Section 31 20 00 "Earthwork" for excavating, backfilling, and site grading.
  - 2. Section 31 50 00 "Excavation Support and Protection".

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.
  - 1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
  - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 3. Accomplish dewatering without damaging existing improvements adjacent to excavation.
  - 4. Remove dewatering system if no longer needed.

#### 1.4 SUBMITTALS

A. Field Test Reports: Before starting excavation, submit test results and computations demonstrating that dewatering system is capable of meeting performance requirements.

#### 1.5 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of the New Jersey Department of Environmental Protection and the Freehold Soil Conservation District.

#### 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Construction Manager and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Project-Site Information:

- 1. The Contractor shall make test borings and conduct other exploratory operations necessary for dewatering.
- C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
  - 1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Construction Manager if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

### 3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.
- C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

- D. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
  - 1. Maintain piezometric water level a minimum of 24 inches below surface of excavation.
- E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
  - 1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

#### END OF SECTION 31 23 19

#### SECTION 31 40 00 – FIELD/RIPRAP STONE

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The work under this item is to be bid upon and executed on a lump sum basis. Work of this item includes all items necessary for construction as directed by Engineer and as depicted on the Contract Drawings.

#### 1.2 GENERAL

- A. Supplement Field Stone and Restore Voids in Slopes: Provide stone size and quantity as required to fill voids in existing stone slopes to meet top of existing stones and address erosion. Use stones with an approximate size of  $D_{50}$  of 9". Grout as required.
- B. Provide Riprap Wall at Downstream of Milton Lake Dam: Construct a Riprap Stone wall per Contract Drawings. Existing fill shall be thoroughly compacted prior to stone installation. Wall shall have a  $D_{50}$  of 9" for the first layer and a  $D_{50}$  of 4" for the top layer . Provide stones with a minimum specific gravity of 2.6 and free of cracks, fissures, planes of weakness and breakage.
- C. Rear fill behind wall shall consist of 3/4" clean crushed stone. Crushed stone to meet existing grade.
- D. All rock shall be angular to round, of sufficient hardness to resist weathering and shall be free of cracks and other blemishes. Porous rock, such as some limestones, and soft rock, such as shales, shall not be allowed for use as riprap.
- E. New stone wall areas shall be wrapped in Filter Fabric per Contract Drawings.
- F. At the discretion of the Engineer, additional riprap may be required in order to shore up the areas indicated on the Contract Drawings.

### 1.3 RIP RAP INSTALLATION

- A. The rock rip rap shall be placed by equipment on the surfaces and to the depths specified. The rock riprap shall be installed to the full course thickness in one operation and in such a manner as to avoid displacement of the underlaying subgrade, filter/bedding aggregate or geotextile.
- B. The rock for riprap shall be delivered and placed in such a manner that will ensure that the riprap in-place will be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact with the smaller rocks and spalls filling the voids between the larger rock.

#### PART 2 - MEASUREMENT AND PAYMENT

#### 2.1 FIELD/RIPRAP STONE

A. Measurement and payment for this item shall be made at the Lump Sum price bid in the Proposal. This item shall include, but not be limited to, the preparation of the surface, supply and installation of riprap and any other work required to complete the improvements as shown on the contract drawing and as specified herein.

#### END OF SECTION 31 40 00

#### SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Excavation Support and Protection shall be performed in accordance with Section 202 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 edition.

#### 1.2 SUMMARY

- A. This Section includes temporary excavation support and protection systems.
- B. Related Sections include the following:
  - 1. Section 31 23 19 "Dewatering" for dewatering excavations.
  - 2. Section 31 20 00 "Earthworks" for excavating and backfilling.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
  - 1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified professional engineer.
  - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

#### 1.4 SUBMITTALS

- A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems.
  - 1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Qualification Data: For Installer and professional engineer.
- C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems.

#### 1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Construction Manager and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Project-Site Information: Seasonal high water elevations will fluctuate and the Contractor shall be responsible for all dewatering required.
  - 1. The Contractor shall make test borings and conduct other exploratory operations necessary for dewatering.
- C. Survey adjacent structures and improvements, employing a qualified professional engineer or land surveyor; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
  - 1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Construction Manager if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
  - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces is not impeded.
- D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

#### END OF SECTION 31 50 00

### SECTION 32 11 33 - AGGREGATE BASE COURSE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. Aggregate Base Course shall be constructed in accordance with Section 302 of the "NJDOT Standard Specifications for Road and Bridge Construction", Current Edition as amended herein.

#### 1.2 SUMMARY

- A. This work shall consist of the construction of base courses of soil aggregate or dense graded aggregate for pavement and pavement repair.
- B. Related Sections include the following:
  - 1. Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements.
  - 2. Section "Asphalt Paving" for Hot Mix Asphalt Paving.

#### 1.3 STANDARDS

- A. All work to be performed under this section shall comply with the provisions of Section 302 of the "NJDOT Standard Specification for Road and Bridge Construction, latest edition," and as amended herein.
- 1.4 SUBMITTALS
  - A. Product Data: Certified material statements from Suppliers.

#### PART 2 - MATERIALS

#### 2.1 SOIL AGGREGATE BASE COURSE

- A. The following is added to Subsection 301.02:
  - 1. Soil aggregate for base course shall be NJDOT Designation I-5, conforming to NJDOT Subsection 901.11.
  - 2. Soil aggregate for base course may also be Dense Graded Aggregate conforming to NJDOT Subsection 901.11.

#### 2.2 DENSE-GRADED AGGREGATE BASE COURSE

A. Dense-graded aggregate base course shall be as specified in NJDOT Section 901.

#### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION

- A. Prior to placing base course material, the subgrade shall be shaped and compacted to grade and contour in accordance with contract documents and other specification sections.
- B. Material shall not be placed when the subgrade is frozen, or when it is unstable because of excessive moisture. The material shall be spread with mechanical spreaders, except in limited or restricted areas. If approved, the material may be dumped in windrows or end dumped. Material dumped in windrows or end dumped shall be spread so as to eliminate segregation and all ruts and ridges caused by dumping or hauling over the material.
- C. The base course shall be constructed in layers not exceeding a compacted thickness of 8 inches. If the required compacted depth of the base course is greater than 8 inches, the base course shall be constructed in layers of approximate equal thickness. Each layer shall be compacted as specified.
- D. Compaction of each layer shall achieve an in-place minimum average ASTM dry density of 95 percent of maximum. Compaction methods shall be as specified under these specifications.
- E. The base course shall be maintained, by the Contractor, smooth and uniform until covered by the following stage of construction.

#### PART 4 - MEASUREMENT AND PAYMENT

#### 4.1 BASE REPAIR

A. Measurement and payment for this item shall be made at the Square Yard price bid in the Proposal. This item shall include, but not be limited to, the removal of existing material and installation and compaction of new base course material, and any other work required to complete the improvement as shown on the contract drawing and as specified herein.

#### END OF SECTION 32 11 33

#### SECTION 32 12 16 – HMA OVERLAY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.
- B. Hot-Mix Asphalt Paving shall be performed in accordance with Divisions 300, 400 and 900 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Sawcutting shall be performed in accordance with Division 200 of the NJDOT Standard Specifications, latest edition.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Hot-mix asphalt paving.

#### 1.3 DEFINITION

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
  1. Job-Mix Designs: For each job mix proposed for the Work.
- B. Shop Drawings: Indicate thicknesses along locations.
- C. Qualification Data: For qualified manufacturer and Installer.
- D. Material Certificates: For each paving material.
- E. Material Test Reports: For each paving material.
- F. Load Tickets: The load ticket for each load of material that arrives on site specifying all requirements as set forth in NJDOT Division 400.
- G. Product data for geotextile fabric.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by the NJDOT.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of NJDOT for asphalt paving work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

#### HMA OVERLAY

#### 1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. Prime Coat: Minimum surface temperature of 60 deg F.
  - 2. Tack Coat: Minimum surface temperature of 60 deg F.
  - 3. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
  - 4. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

#### PART 2 - PRODUCTS

#### 2.1 AGGREGATES

A. All aggregates shall comply with Section 901 of the New Jersey Department of Transportation Specifications.

#### 2.2 ASPHALT MATERIALS AND PAVING MIX

- A. All asphalt materials shall comply with Section 902 of the New Jersey Department of Transportation Specifications.
- B. All pavement markings shall comply with Section 912 of the New Jersey Department of Transportation Specifications.

#### 2.3 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by the NJDOT and complying with the following requirements:
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Base Course: Hot-Mix Asphalt 19M64 Base Course.
  - 3. Surface Course: Hot-Mix Asphalt 9.5M64 Surface Course.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

- 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
- 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
- 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- C. Place DGA Base Course on suitable sub-base only.
- D. Proceed with paving only after unsatisfactory conditions have been corrected.

#### 3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
  - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  - 2. Protect primed substrate from damage until ready to receive paving.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

#### 3.3 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  - 2. Place hot-mix asphalt surface course in single lift.
  - 3. Spread mix at minimum temperature of 250 deg F.
  - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphaltpaving mat.
- B. Place paving in consecutive strips not less than 12 feet wide unless infill edge strips of a lesser width are required.
  - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

#### 3.4 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations".
  - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

#### 3.5 COMPACTION

- A. Subsurface Compaction: All compaction to be as specified in Division 31 "Earthwork".
- B. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F.
- C. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- D. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent nor greater than 100 percent.
  - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- E. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- F. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- G. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### 3.6 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course: Plus or minus 1/2 inch.

- 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch.
  - 2. Surface Course: 1/8 inch. Ensure no ponding on final surface course.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

#### 3.7 FIELD QUALITY CONTROL

- A. Testing Agency: The Contractor shall provide DPMC pre-qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
    - a. One core sample will be taken for every 1,000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
    - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

#### 3.8 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
- B. Do not allow milled materials to accumulate on-site.

### PART 4 - MEASUREMENT AND PAYMENT

#### 4.1 HMA OVERLAY

A. Measurement and payment for this item shall be made at the Ton price bid in the Proposal. This item shall include, but not be limited to, the installation of HMA 9.5M64 and any other work required to complete the improvement as shown on the contract drawing and as specified herein.

#### END OF SECTION 32 12 16

### UTILITY CONTACTS

#### ELECTRIC PSE&G 472 WESTON CANAL ROAD SOMERSET, NJ 08873 JONATHAN HALLENBECK (973) 764-3243

TELEPHONE VERIZON FIOS ENGINEERING 290 WEST MOUNT PLEASANT AVE, FLR. G, BLDG. 4 LIVINGSTON, NJ 07083 CARLOS DIAZ (732) 577-7414

#### CABLE COMCAST 800 RAHWAY AVE UNION, NJ 07083 ROBERT KNOEPFEL (732) 604-7444 EXT. 6202293

GAS ELIZABETHTOWN GAS 520 GREEN LANE UNION, NJ 07083 GREG BALINT (908) 662-8321

WATER NEW JERSEY AMERICAN WATER 1341 NORTH AVE PLAINFIELD, NJ 07062 SCOTT SCHREIBER (908) 791-3464

SEWER JOINT MEETINGS 500 SOUTH FIRST STREET ELIZABETH, NJ 07202 JOSEPH BONACCOROS, SUPERINTENDENT

RAHWAY VALLEY SEWERAGE AUTHORITY 1050 EAST HAZELWOOD AVE RAHWAY, NJ 07065 ROBERT L. VALENT (732) 388-0868

NJ ONE CALL: 1-800-272-1000 OR 811

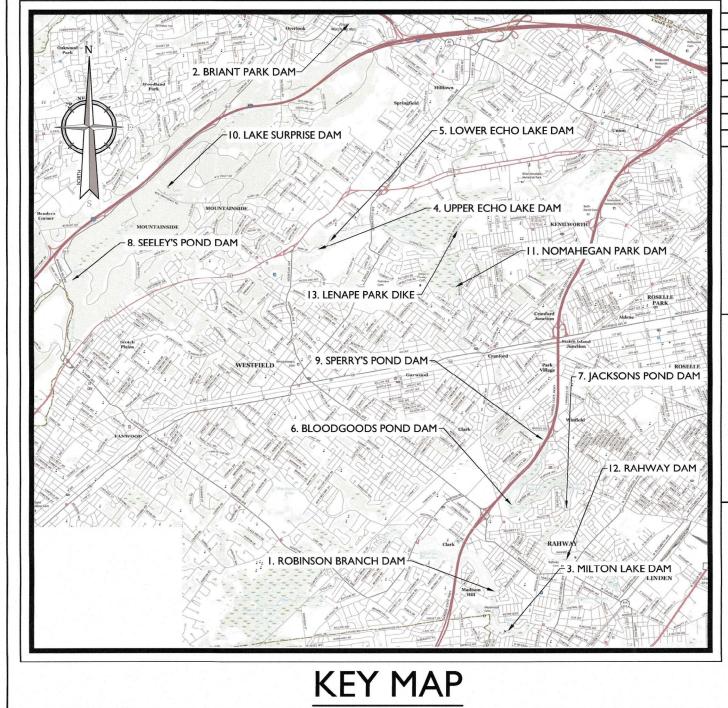
LOCATION OF UTILITIES SHOWN ON THE PLANS ARE PLOTTED FROM AVAILABLE DATA ON FILE WITH THE UTILITY COMPANIES AND ARE NOT WARRANTED AS TO EXACTNESS. CONTRACTOR IS TO DETERMINE EXACT LOCATION AND DEPTH OF UTILITIES AT ALL LOCATIONS PRIOR TO CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

### COUNTY COMMISSIONERS

SERGIO GRANADOS - CHAIRMAN KIMBERLY PALMIERI-MOUDED - VICE CHAIRWOMAN JAMES E. BAKER, JR. - COMMISSIONER JOSEPH BODEK - COMMISSIONER DR. ANGELA GARRETSON - COMMISSIONER BETTE JANE KOWALSKI - COMMISSIONER LOURDES M. LEON - COMMISSIONER ALEXANDER MIRABELLA - COMMISSIONER REBECCA WILLIAMS - COMMISSIONER

# UNION COUNTY BOARD OF COUNTY COMMISSIONERS DAM MAINTENANCE & REPAIR 2023 JUNE 2023

UNION COUNTY PROJECT #2022-02



01961G/Engineering/Site Plans/C-CVER.dwg/C-01-COVER By: AMINENNA

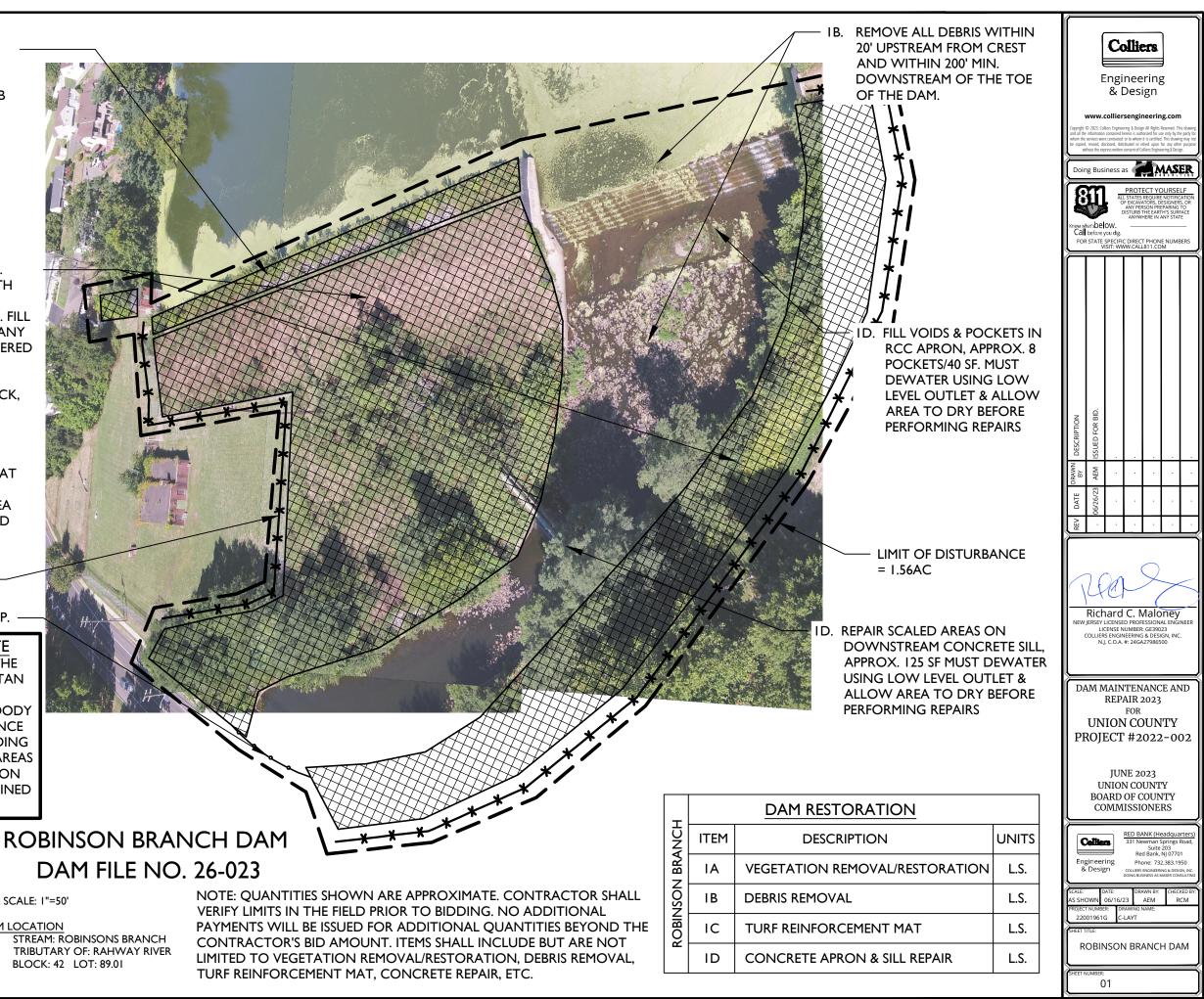
	INDEX OF SHEETS	
SHEET NO.	TITLE	Colliers
0	COVER SHEET	Engineering
1	ROBINSON BRANCH DAM	& Design
2	BRIANT PARK DAM	
3	MILTON LAKE DAM	www.colliersengineering.com Copyright © 2023. Colliers Engineering & Design All Rights Reserved. This chawing and all the Information contained herein is authorized for use only by the party for
4	UPPER ECHO LAKE DAM	whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
5A	LOWER ECHO LAKE DAM	
5B	LOWER ECHO LAKE DAM - GATE	Doing Business as
6	BLOODGOODS POND DAM	PROTECT YOURSELF
7	JACKSONS POND DAM	OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTHYS SURFACE ANYWHERE IN ANY STATE
8	SEELEY'S POND DAM	Know what sbelow Call before you dig.
9	SPERRY'S POND DAM	FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM
10	LAKE SURPRISE DAM	
11	NOMAHEGAN DAM	
12	RAHWAY DAM	
13A	LENAPE PARK DIKE	
13B	LENAPE PARK DIKE	
14	STANDARD DETAILS	
15	STANDARD DETAILS	
16	STANDARD DETAILS	
17	GENERAL NOTES	
18	GENERAL NOTES	DESCRIPTION SSUED FOR BID.
TO TOWI	WN OF WESTFIELD CITY OF SUMMIT WNSHIP OF CLARK NSHIP OF CRANFORD CITY OF RAHWAY HIP OF SCOTCH PLAINS	а         уз
	MATIAS, P.E. SINEER, UNION COUNTY 7/23	JUNE 2023 UNION COUNTY BOARD OF COUNTY COMMISSIONERS
	T. OATMAN VAGER, UNION COUNTY 77173	SHEET NUMBER: 0

- IA. REMOVE BRUSH AND VEGETATION. **VEGETATION SHALL BE REMOVED FULL** DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY **VEGETATION AND FILL ANY ANIMAL** BURROWS/DEPRESSIONS ENCOUNTERED.
- IA. **RESTORE AREAS OF VOIDS OR** VEGETATION REMOVAL WITH RIPRAP STONE (d50 = 9")
- IA. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED WITH I-9 SOIL AGGREGATE.
- I.A. RESTORE SOIL AREAS WITH TOP SOIL. 6" THICK. FERTILIZING AND SEEDING, TYPE A-3.
- IC. TURF REINFORCEMENT MAT.
- IC. REPAIR EXPOSED TURF REINFORCEMENT MAT NOT REPAIRED OR REPLACED DURING VEGETATION REMOVAL AND RESTORE AREA WITH TOP SOIL, 6" THICK, FERTILIZING AND SEEDING, TYPE A-3.

SILT FENCE, TYP.

FLOATING TURBIDITY BARRIER, TYP.

SOIL COMPACTION EXEMPTION NOTE AS DETERMINED BY THE STATE POLICY MAP, THE PROJECT AREA FALLS WITHIN THE METROPOLITAN PLANNING AREA (PAI). UNDER EXISTING CONDITIONS, THE SITE IS NOT COVERED IN WOODY VEGETATION NOR REGROWTH. IN ACCORDANCE WITH NEW JERSEY STANDARD FOR LAND GRADING (REVISED 2017), NON WOODY VEGETATED PAI AREAS FALL UNDER THE SOIL COMPACTION EXEMPTION LIST AS A "URBAN REDEVELOPMENT" AND IS DEFINED BY NIDEP AS "PREVIOUSLY DEVELOPED".



**DAM FILE NO. 26-023** 

#### APPROXIMATE SCALE: 1"=50"

DAM LOCATION

TOWNSHIP OF CLARK LATITUDE: 40° 36.8' LONGITUDE: 74° 18.1'

STREAM: ROBINSONS BRANCH TRIBUTARY OF: RAHWAY RIVER BLOCK: 42 LOT: 89.01

BRANCH		DAM
	ITEM	
	IA	VEGETAT
ROBINSON	ΙB	DEBRIS RE
	IC	TURF REI
	ID	CONCRE

2E. PLUG HOLE TIGHT WITH HYDRAULIC GROUT AT BASE OF WALL AT START OF CULVERT. REMOVE (CHIP OUT) APPROX. 10" OF MORTAR FROM WALL IN SEEPAGE LOCATION.



- REMOVE WEEDS AND SMALL 2A. PLANTS FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB **REMOVAL). SUPPLEMENT GRAVEL** AS REQUIRED
  - 2B. REMOVE ALL DEBRIS WITHIN 20' UPSTREAM FROM CREST AND WITHIN 50' MIN. DOWNSTREAM OF THE TOE OF THE DAM.



TOWNSHIP OF SUMMIT LATITUDE: 40° 42.9' LONGITUDE: 74° 20.1'

TRIBUTARY OF: RAHWAY RIVER BLOCK: 3911 LOT: 1

WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, REPOINTING WALLS, STONE & MORTAR REPLACEMENT, JOINT PACKING, ETC.

		DAM RESTORATION
	ITEM	DESCRIPTION
$\mathbf{x}$	2A	VEGETATION REMOVAL/RESTORA
PARK	2B	DEBRIS REMOVAL
BRIANT	2C	REPOINT WALL
BRI	2D	PACK OPEN JOINT WITH GROUT
	2E	REPAIR SEEPAGE

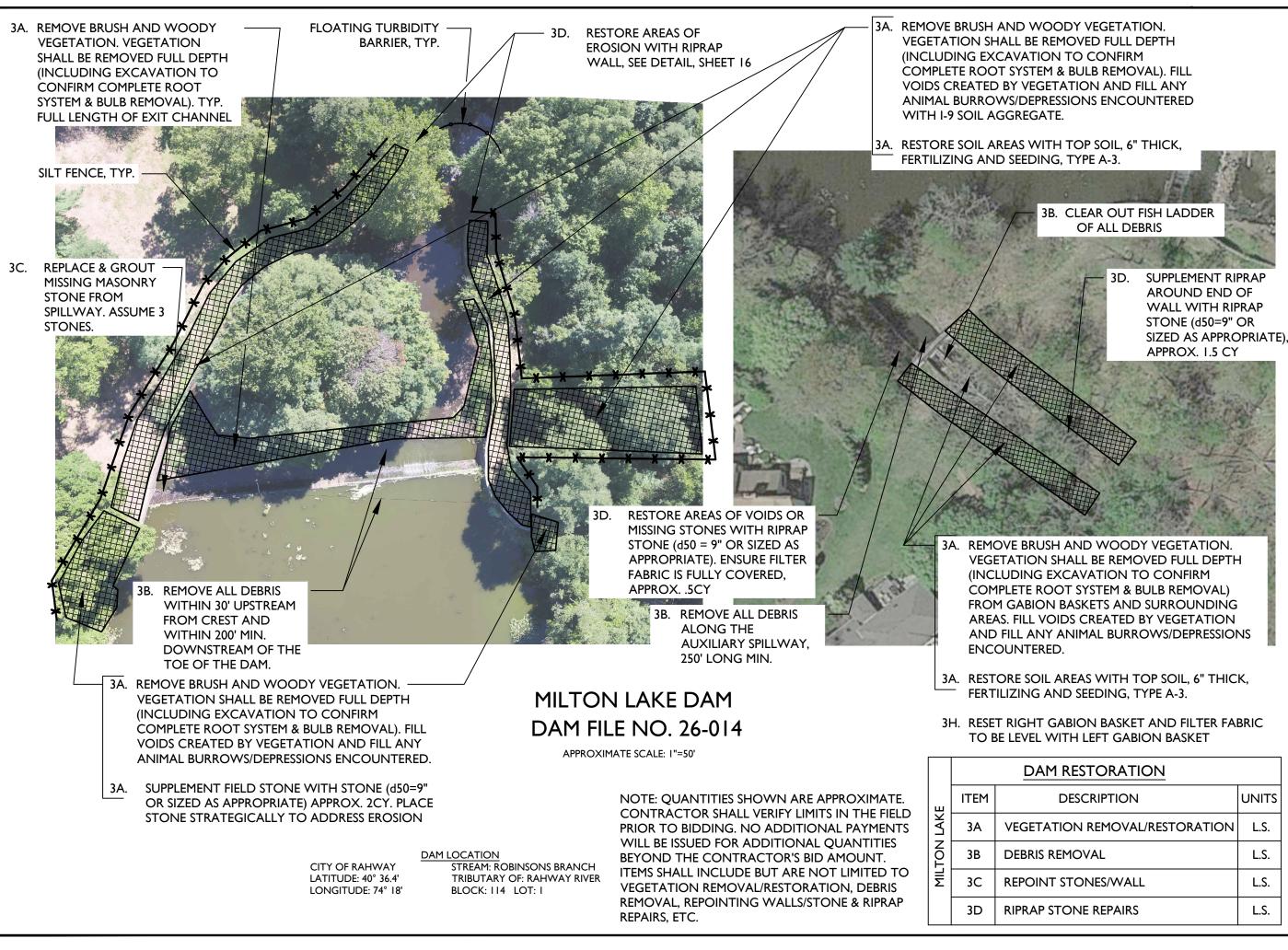
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FOR	STATE	SPECIFIC ISIT: WV	C DIREC VW.CALI	L811.CC	E NUME M	SERS
WN DESCRIPTION	M ISSUED FOR BID.					
DRAM BY	3 AEM	•	•	•	•	·
DATE	6/26/23					·
REV	•	•	·	·		
Richard C. Maloney NEW JERSEY LICENSED PROFESSIONAL ENGINEER LICENSE NUMBER: GE39023 COLLIERS ENGINEERING & DESIGN, INC. N.J. C.O.A. #: 24GA27986500						
DAM MAINTENANCE AND REPAIR 2023 FOR UNION COUNTY PROJECT #2022-002						
JUNE 2023 UNION COUNTY BOARD OF COUNTY COMMISSIONERS						
RED BANK (Headquarters)           331 Newman Springs Road, Suite 203           Brigineering & Design         Red Bank, N 07701           Coulies sevaletened a Design         Phone: 732.333.1950           Coulies sevaletened a Design, Inc. Done Business as Maser Consulting						
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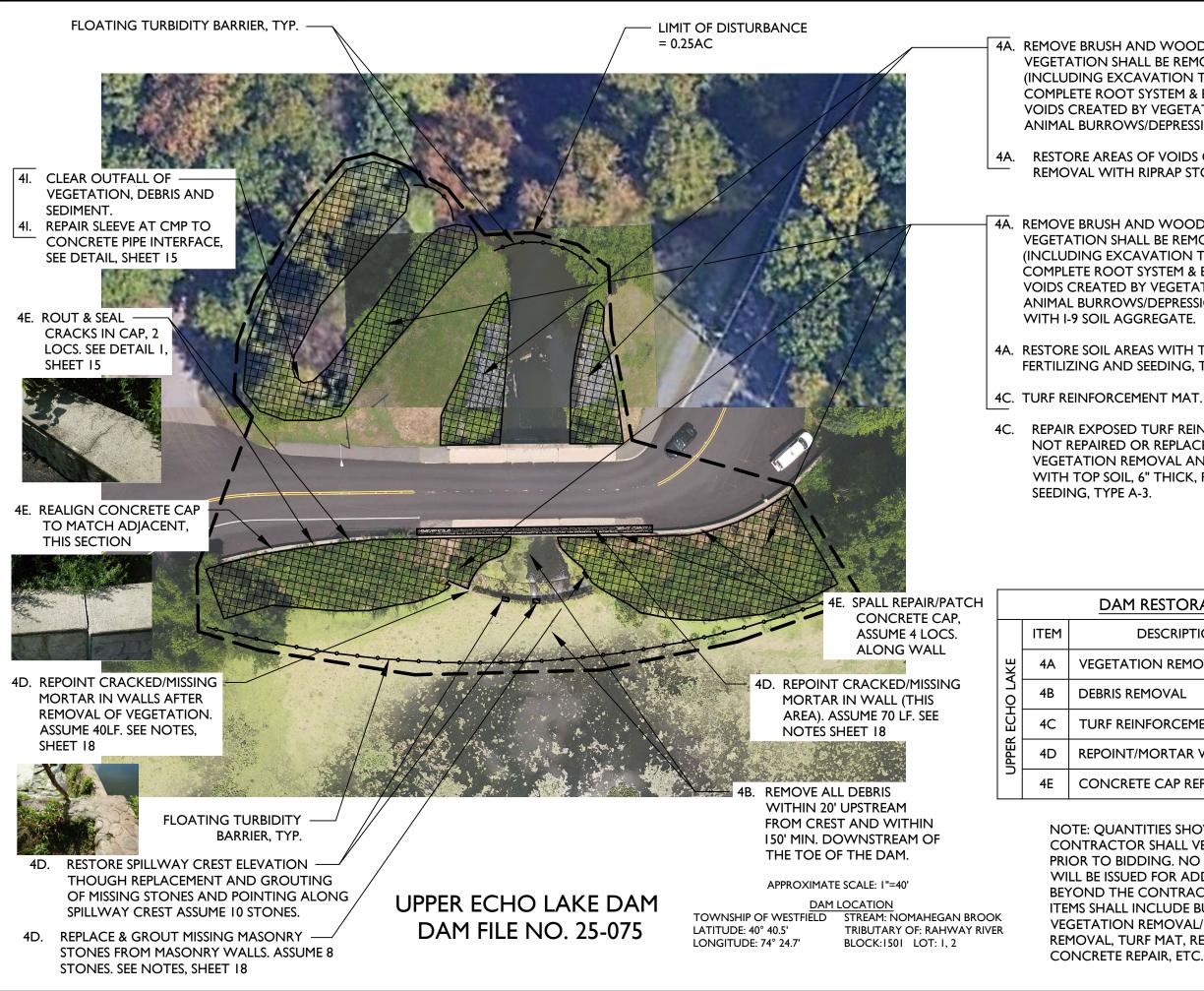
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REV DATE DRAWN DESCRIPTION	. 06/26/23 AEM ISSUED FOR BID.			· ·	· ·		
	Richard C. Maloney NEW JERSY LICENSED PROFESSIONAL ENGINEER LICENSE NUMBER: GE30023 COLLERS ENGINEERING & DESIGN, INC. N.J. C.O.A. #: 24GA27986500						
	DAM MAINTENANCE AND REPAIR 2023 FOR UNION COUNTY PROJECT #2022-002						
JUNE 2023 UNION COUNTY BOARD OF COUNTY COMMISSIONERS							
SCALE: AS SHI	AS SHOWN 06/16/23 AEM RCM PROJECT NUMBER: DRAWING NAME:						
SHEET T	MI		N LA	KE D	AM		



4A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED.

> **RESTORE AREAS OF VOIDS OR VEGETATION** REMOVAL WITH RIPRAP STONE (d50 = 9")

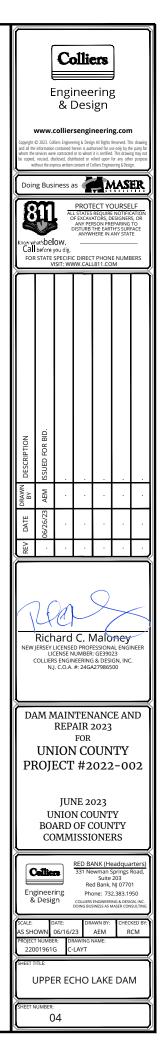
4A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED

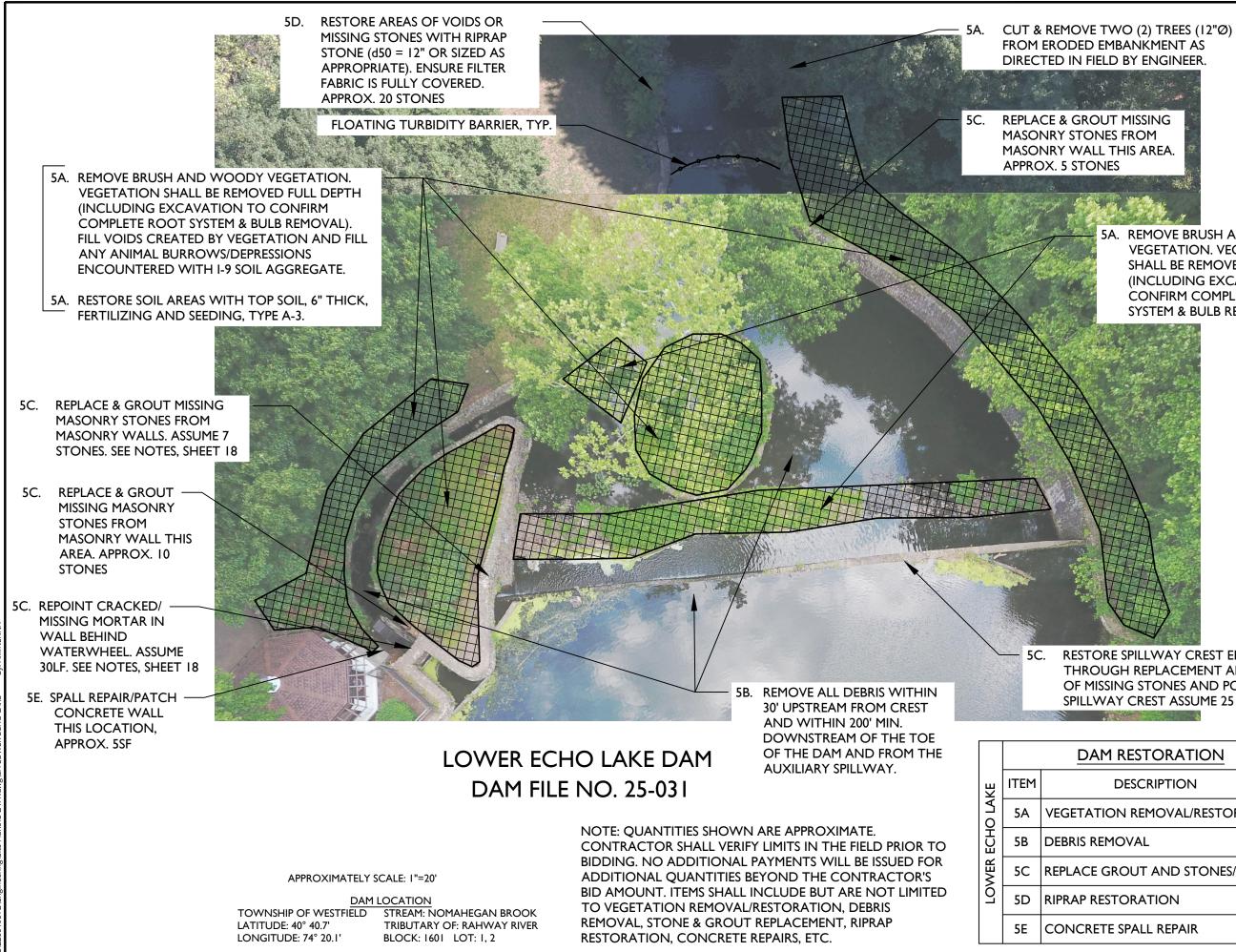
4A. RESTORE SOIL AREAS WITH TOP SOIL, 6" THICK, FERTILIZING AND SEEDING, TYPE A-3.

4C. REPAIR EXPOSED TURF REINFORCEMENT MAT NOT REPAIRED OR REPLACED DURING VEGETATION REMOVAL AND RESTORE AREA WITH TOP SOIL, 6" THICK, FERTILIZING AND

I RESTORATION				
DESCRIPTION	UNITS			
TION REMOVAL/RESTORATION	L.S.			
REMOVAL	L.S.			
INFORCEMENT MAT	L.S.			
T/MORTAR WALL	L.S.			
ETE CAP REPAIR	L.S.			

NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, TURF MAT, REPOINTING WALLS,



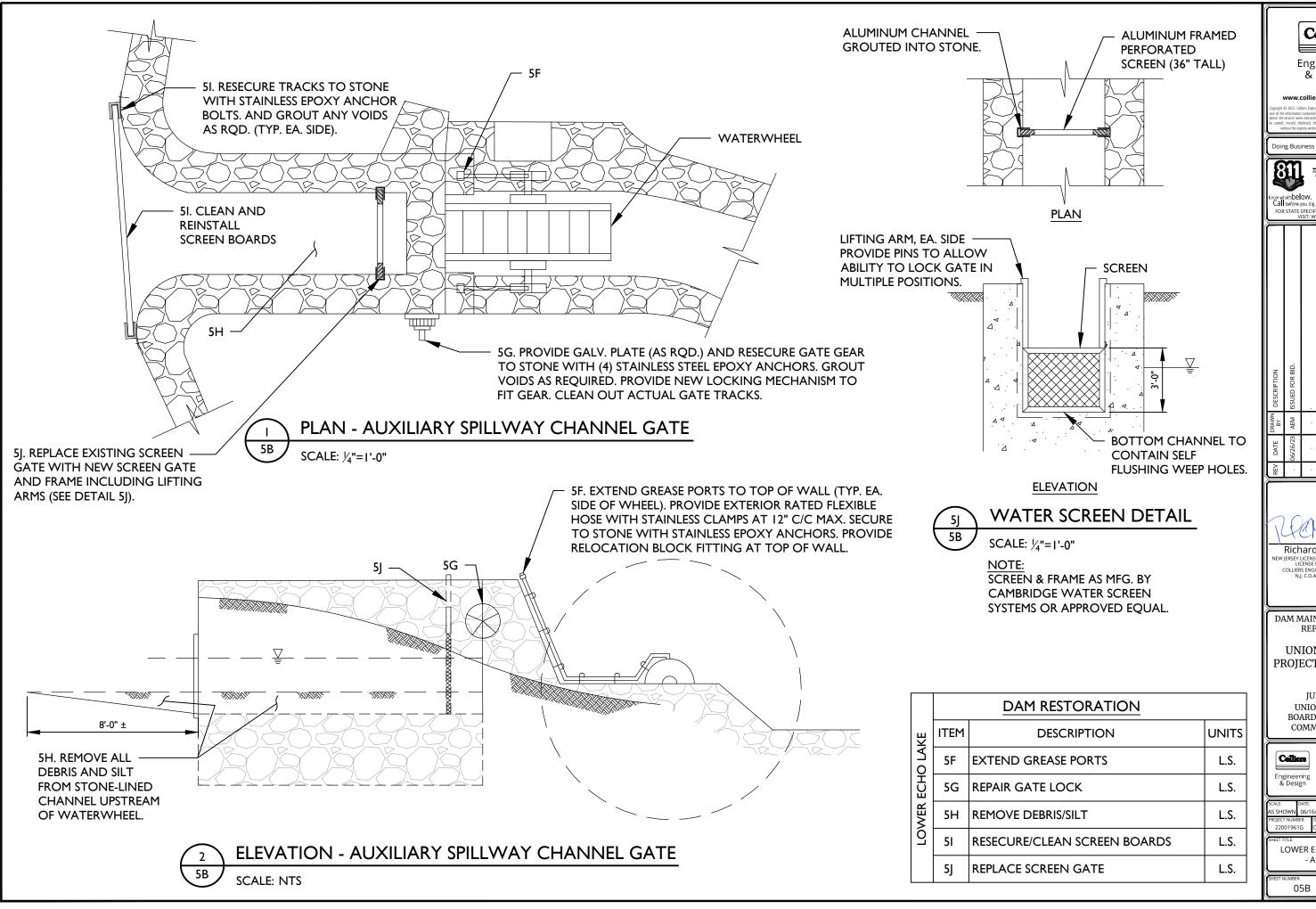


5A. REMOVE BRUSH AND WOODY **VEGETATION. VEGETATION** SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL)

**RESTORE SPILLWAY CREST ELEVATION** THROUGH REPLACEMENT AND GROUTING OF MISSING STONES AND POINTING ALONG SPILLWAY CREST ASSUME 25 STONES.

M RESTORATION	
DESCRIPTION	UNITS
ION REMOVAL/RESTORATION	L.S.
EMOVAL	L.S.
grout and stones/repoint	L.S.
ESTORATION	L.S.
TE SPALL REPAIR	L.S.

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Image:
Richard C. Maioney NEWJERSEY LICENSED PROFESSIONAL ENGINEER LICENSE NUMBER: GE3023 COLLERSE NGIMEERING & DESIGN, INC. NJ. CO.A. #: 24GA27386500 DAM MAINTENANCE AND REPAIR 2023 FOR UNION COUNTY PROJECT #2022-002 JUNE 2023 UNION COUNTY BOARD OF COUNTY
FOR UNION COUNTY PROJECT #2022-002 JUNE 2023 UNION COUNTY BOARD OF COUNTY COMMISSIONERS Engineering & Design Engineering & Design & Design
UNION COUNTY BOARD OF COUNTY COMMISSIONERS
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AS SHOWN 06/16/23 AEM RCM PROJECT NUMBER: DRAWING NAME: 22001961G C-LAYT SHEET TITLE: LOWER ECHO LAKE DAM SHEET NUMBER:
SHEET NUMBER:



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NEW.	Richard C. Maloney New JERSEY LICENSE DROFESSIONAL ENGINEER LICENSE NUMBER: GE9004 ENGINEER LICENSE NUMBER: GE9004 ENGINE COLLERS ENGINEERING & DESIGN, INC. NJ. CO.A. #: 246027986500					
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- 6A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED. 6A. RESTORE SOIL AREAS WITH TOP SOIL, 6" THICK, FERTILIZING AND SEEDING. TYPE A-3. 6A. REMOVE BRUSH AND WOODY VEGETATION. 6A. RESTORE AREAS OF VOIDS OR VEGETATION REMOVAL ON RIPRAP SLOPES WITH RIPRAP STONE (D50 = 9") AND GROUT BACK TO **ORIGINAL CONDITION** WITH I-9 SOIL AGGREGATE. FERTILIZING AND SEEDING, TYPE A-3. 6C. TURF REINFORCEMENT MAT. 6A. REMOVE BRUSH AND VEGETATION. **VEGETATION SHALL BE REMOVED FULL** DEPTH (INCLUDING EXCAVATION TO **CONFIRM COMPLETE ROOT SYSTEM &** SEEDING, TYPE A-3. BULB REMOVAL). TIE OUT EMBANKMENT 6D. ESTABLISH MINIMUM TOP OF DAM ELEVATION, SEE DETAIL, 6B. REMOVE ALL DEBRIS 20' SHEET 14. UPSTREAM FROM CREST AND WITHIN 75' MIN. DOWNSTREAM OF THE TOE OF THE DAM.
  - **BLOODGOODS POND DAM DAM FILE NO. 26-021** 
    - NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, TURF MATTING, EMBANKMENT TIE-OUT, ETC.

0		DAM RESTORATION					
JNO	ITEM	DESCRIPTION	UNITS				
DS F	6A	VEGETATION REMOVAL/RESTORATION	L.S.				
goo	6B	DEBRIS REMOVAL	L.S.				
BLOODGOODS POND	6C	TURF REINFORCEMENT MAT	L.S.				
BLo	6D	TIE OUT EMBANKMENT	L.S.				

#### APPROXIMATE SCALE: 1"=50'

TOWNSHIP OF CLARK LATITUDE: 40° 37.7' LONGITUDE: 74° 18'

FLOATING TURBIDITY BARRIER, TYP.

DAM LOCATION STREAM: RAHWAY RIVER TRIBUTARY OF: ARTHUR KILL BLOCK: 155 LOT: 9

VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED

6A. RESTORE SOIL AREAS WITH TOP SOIL, 6" THICK,

6C. REPAIR EXPOSED TURF REINFORCEMENT MAT NOT REPAIRED OR REPLACED DURING VEGETATION REMOVAL AND RESTORE AREA WITH TOP SOIL, 6" THICK, FERTILIZING AND

**BEYOND GROUTED RIPRAP TO** 



FLOATING TURBIDITY BARRIER, TYP. -

7C. REMOVE VEGETATION FROM -WALL JOINT. PACK JOINT TIGHT FULL WIDTH AND DEPTH WITH HYDRAULIC GROUT



7B. REMOVE ALL DEBRIS 20' UPSTREAM FROM CREST AND WITHIN 100' MIN. DOWNSTREAM OF THE TOE OF THE DAM.

## JACKSONS POND DAM DAM FILE NO. 26-022

APPROXIMATE SCALE: I"=30'

#### DAM LOCATION

TOWNSHIP OF CLARK LATITUDE: 40° 37.7' LONGITUDE: 74° 17.2' STREAM: RAHWAY RIVER TRIBUTARY OF: ARTHUR KILL BLOCK: 155 LOT: 9 NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, JOINT PACKING, ETC.

		DAM RESTORATION	
		DAITRESTORATION	
POND	ITEM	DESCRIPTION	UNITS
	7A	VEGETATION REMOVAL/RESTORATION	L.S.
ACKSONS	7B	DEBRIS REMOVAL	L.S.
Ъ	7C	PACK JOINT WITH GROUT	L.S.

### 7A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED.

7A. RESTORE SOIL AREAS WITH TOP SOIL, 6" THICK, FERTILIZING AND SEEDING, TYPE A-3.

7A. RESTORE AREAS OF VOIDS OR VEGETATION REMOVAL ON RIPRAP SLOPES WITH RIPRAP STONE (D50 = 9") AND PRESSURE GROUT BACK TO ORIGINAL CONDITION



8C. REPLACE & GROUT MISSING -MASONRY STONES FROM MASONRY WALL THIS AREA. APPROX. 15 LF. WALL

- 8A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED.
- 8A. RESTORE SOIL AREAS WITH TOP SOIL, 6" THICK, FERTILIZING AND SEEDING, TYPE A-3.
- AFTER REMOVING ALL VEGETATION 8C. FROM MASONRY WALL JOINTS, REPOINT MASONRY JOINTS DAMAGED BY VEGETATION OR VEGETATION REMOVAL OPERATIONS. ASSUME 45LF TOTAL OF REPOINTING FOR ALL WALLS. SEE NOTES, SHEET 18.

FLOATING TURBIDITY BARRIER, TYP.

8A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED.

- 8B. REMOVE ALL DEBRIS 20' UPSTREAM FROM CREST AND WITHIN 200' MIN. DOWNSTREAM OF THE TOE OF THE DAM.
  - ENCOUNTERED.
- SIZED AS APPROPRIATE)

8B. REMOVE FALLEN DEAD TREES FROM DOWNSTREAM OF DAM. **APPROX. 4 TREES** 

## SEELEY'S POND DAM **DAM FILE NO. 25-018**

APPROXIMATE SCALE: I"=20'

DAM LOCATION

STREAM: BLUE BROOK

BLOCK: 4901 LOT: I

TRIBUTARY OF: RARITAN RIVER

TOWNSHIP OF BERKELEY

LATITUDE: 40° 40'

LONGITUDE: 74° 24.2'

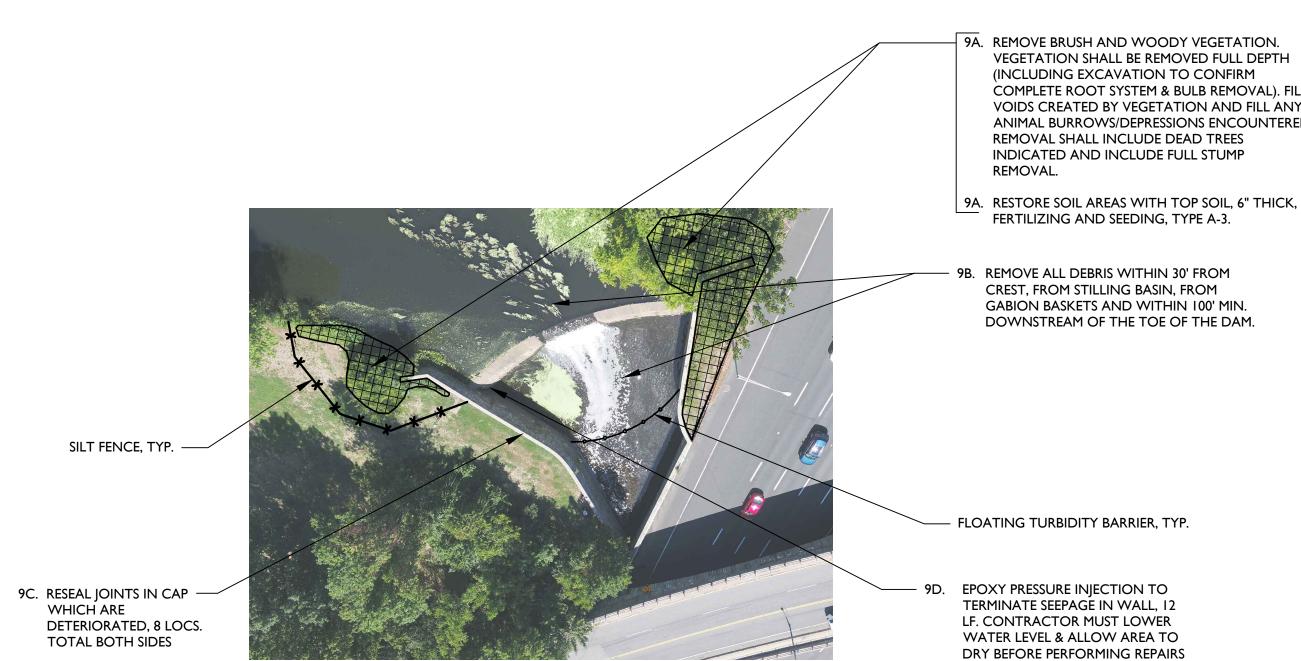
NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, REPOINT MASONRY, ETC.

	DAM RESTORATION					
POND	ITEM	DESCRIPTION	UNITS			
	8A	VEGETATION REMOVAL/RESTORATION	L.S.			
SEELEY'S	8B	DEBRIS REMOVAL	L.S.			
	8C	REPOINT MASONRY JOINTS	L.S.			

8A. REMOVE BRUSH AND WOODY VEGETATION. VEGETATION SHALL BE REMOVED FULL DEPTH (INCLUDING EXCAVATION TO CONFIRM COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS

8A. RESTORE AREAS OF VOIDS OR VEGETATION REMOVAL WITH RIPRAP STONE (D50 = 9" OR





## SPERRY'S POND DAM **DAM FILE NO. 26-012**

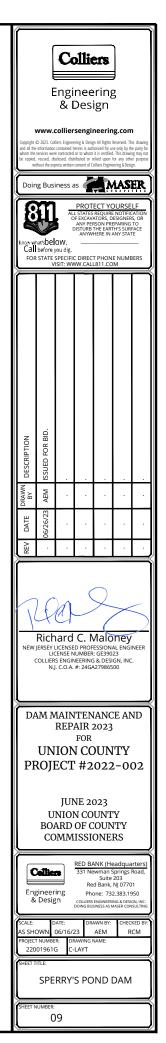
APPROXIMATELY SCALE: I"=40'

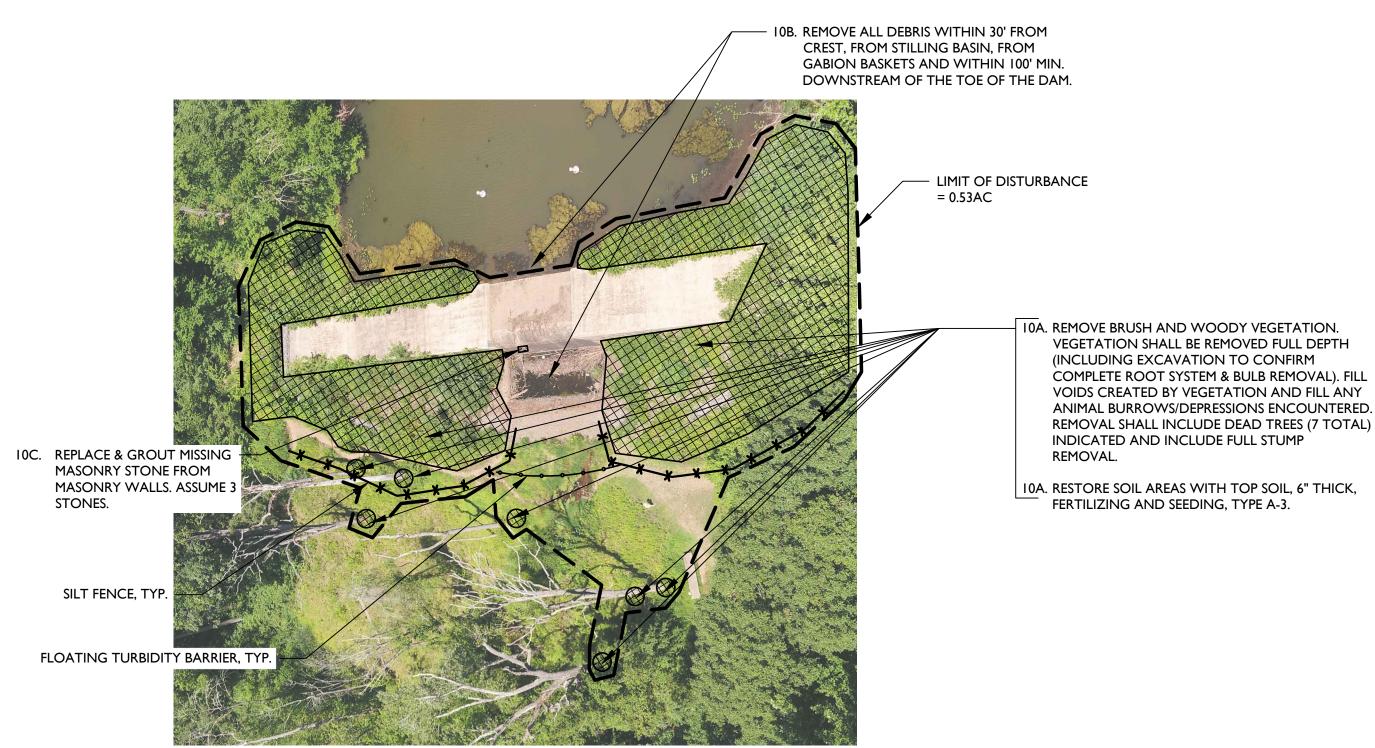
DAM LOCATION TOWNSHIP OF CRANFORD STREAM: RAHWAY RIVER LATITUDE: 40° 38.4' TRIBUTARY OF: ARTHUR KILL LONGITUDE: 74° 17.5' BLOCK: 543 LOT: 39

NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, RESEAL CAP JOINTS, REPAIR SEEPAGE, ETC.

SPERRY'S POND	DAM RESTORATION			
	ITEM	DESCRIPTION	UNITS	
	9A	VEGETATION REMOVAL/RESTORATION	L.S.	
	9B	DEBRIS REMOVAL	L.S.	
	9C	RESEAL CAP JOINTS	L.S.	
	9D	REPAIR SEEPAGE	L.S.	

VEGETATION SHALL BE REMOVED FULL DEPTH COMPLETE ROOT SYSTEM & BULB REMOVAL). FILL VOIDS CREATED BY VEGETATION AND FILL ANY ANIMAL BURROWS/DEPRESSIONS ENCOUNTERED.





## LAKE SURPRISE DAM **DAM FILE NO. 25-065**

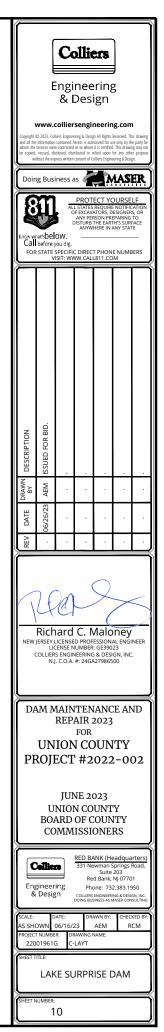
APPROXIMATELY SCALE: I"=50'

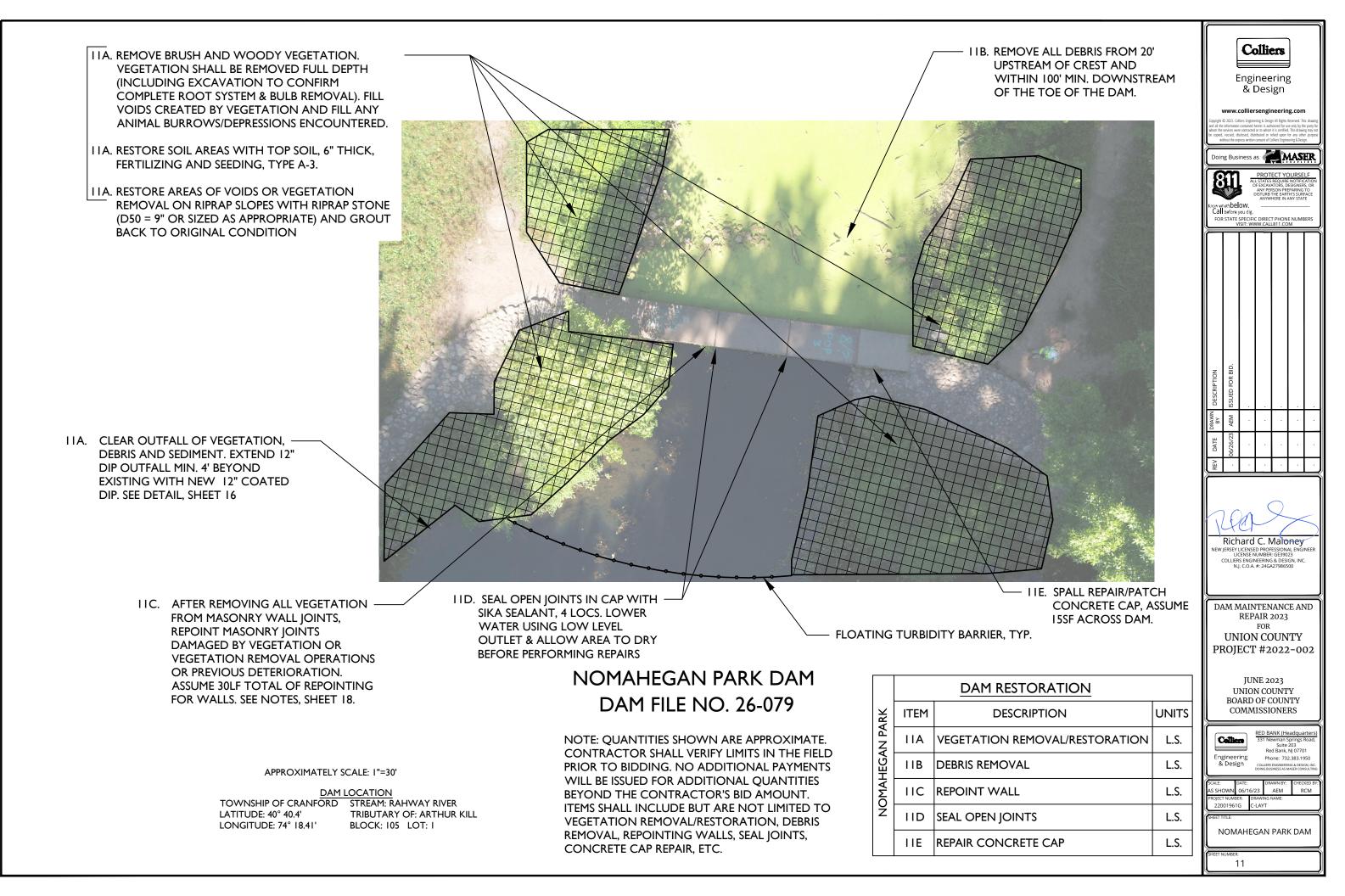
DAM LOCATION BOROUGH OF MOUNTAINSIDE LATITUDE: 40° 41.08' LONGITUDE: 74° 22.7'

STREAM: BLUE BROOK TRIBUTARY OF: GREEN BROOK BLOCK: 2 LOT: 4

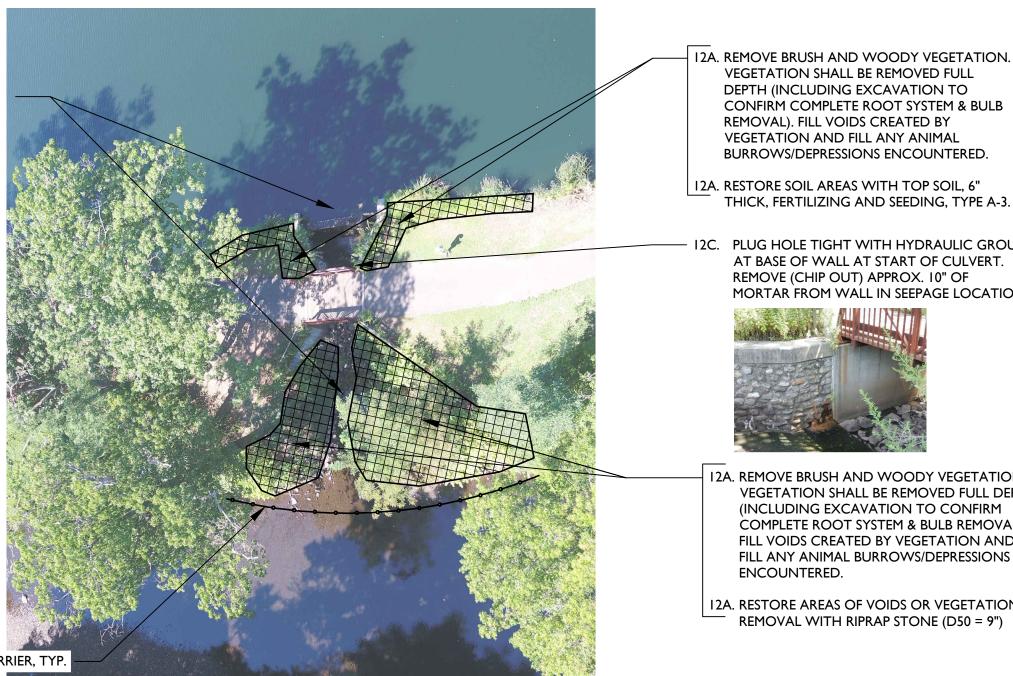
NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS **REMOVAL, REPLACE GROUT & STONES, ETC.** 

LAKE SURPRISE	DAM RESTORATION			
	ITEM	DESCRIPTION	UNITS	
	10A	VEGETATION REMOVAL/RESTORATION	L.S.	
	I0B	DEBRIS REMOVAL	L.S.	
	10C	REPLACE GROUT AND STONES	L.S.	





12B. REMOVE ALL DEBRIS 20' UPSTREAM FROM CREST AND WITHIN 100' MIN. DOWNSTREAM OF THE TOE OF THE DAM.



# FLOATING TURBIDITY BARRIER, TYP.

# RAHWAY DAM DAM FILE NO. 25-078

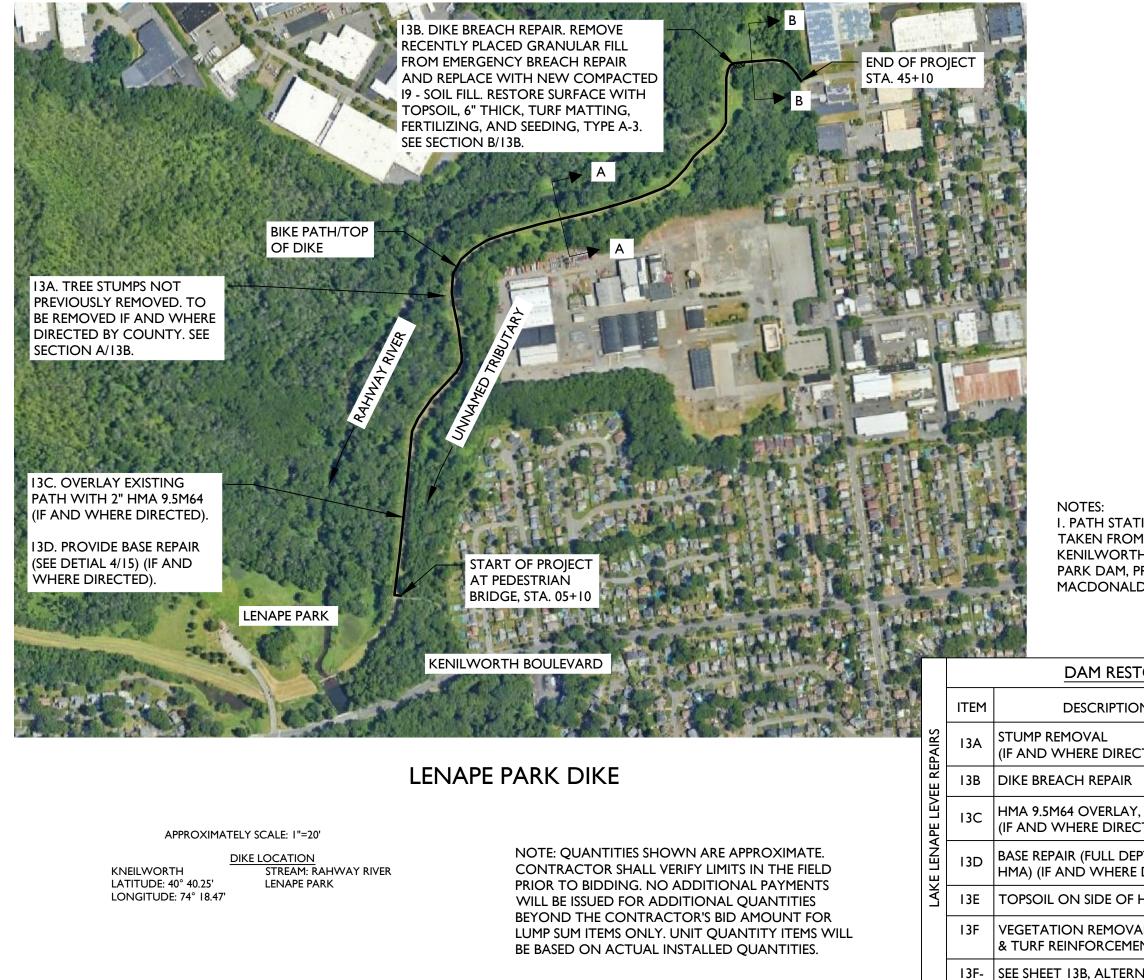
#### APPROXIMATELY SCALE: I "=20'

CITY OF RAHWAY LATITUDE: 40° 37.15' LONGITUDE: 74° 17.2'

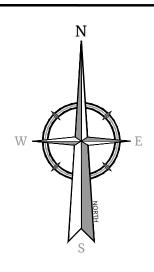
DAM LOCATION STREAM: RAHWAY RIVER TRIBUTARY OF: BLOCK: 201 LOT: 1 NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY LIMITS IN THE FIELD PRIOR TO BIDDING. NO ADDITIONAL PAYMENTS WILL BE ISSUED FOR ADDITIONAL QUANTITIES BEYOND THE CONTRACTOR'S BID AMOUNT. ITEMS SHALL INCLUDE BUT ARE NOT LIMITED TO VEGETATION REMOVAL/RESTORATION, DEBRIS REMOVAL, REPAIR SEEPAGE, ETC.

BRUSH AND WOODY VEGETATION.         BRUSH AND WOODY VEGETATION.         TION SHALL BE REMOVED FULL DEPTH         DING EXCAVATION TO CONFIRM         TE ROOT SYSTEM & BULB REMOVAL).         DS CREATED BY VEGETATION AND         'ANIMAL BURROWS/DEPRESSIONS         YTERED.         E AREAS OF VOIDS OR VEGETATION         L WITH RIPRAP STONE (D50 = 9")         ITEM         DAM RESTORATION         L2A         VEGETATION REMOVAL/RESTORATION         L2B         DEBRIS REMOVAL         L2         REPAIR SEEPAGE	BRUSH AND WOODY VEGETATION.         TION SHALL BE REMOVED FULL DEPTH         DING EXCAVATION TO CONFIRM         TE ROOT SYSTEM & BULB REMOVAL).         DS CREATED BY VEGETATION AND         ANIMAL BURROWS/DEPRESSIONS         YTERED.         E AREAS OF VOIDS OR VEGETATION         L WITH RIPRAP STONE (D50 = 9")         ITEM       DESCRIPTION         UNITS         12A       VEGETATION REMOVAL/RESTORATION         12B       DEBRIS REMOVAL	(	of M Chif	ALL AT	TH HYDRAULIC GROUT START OF CULVERT. APPROX. 10" OF					
TION SHALL BE REMOVED FULL DEPTH DING EXCAVATION TO CONFIRM TE ROOT SYSTEM & BULB REMOVAL). DS CREATED BY VEGETATION AND 'ANIMAL BURROWS/DEPRESSIONS NTERED. E AREAS OF VOIDS OR VEGETATION AL WITH RIPRAP STONE (D50 = 9")	TION SHALL BE REMOVED FULL DEPTH DING EXCAVATION TO CONFIRM TE ROOT SYSTEM & BULB REMOVAL). DS CREATED BY VEGETATION AND 'ANIMAL BURROWS/DEPRESSIONS NTERED. E AREAS OF VOIDS OR VEGETATION L WITH RIPRAP STONE (D50 = 9")		FROM WALL IN SEEPAGE LOCATION.							
Image: Store (D50 = 9")     DAM RESTORATION     ITEM   DESCRIPTION   UNITS   12A   VEGETATION REMOVAL/RESTORATION   L.S.   12B   DEBRIS REMOVAL	L WITH RIPRAP STONE (D50 = 9")           DAM RESTORATION           ITEM         DESCRIPTION         UNITS           12A         VEGETATION REMOVAL/RESTORATION         L.S.           12B         DEBRIS REMOVAL         L.S.		TION ING FE R DS CI ANI	I SHALL EXCAV OOT SY REATED MAL BU	BE REMOVED FULL DEPTH ATION TO CONFIRM (STEM & BULB REMOVAL). D BY VEGETATION AND					
ITEM     DESCRIPTION     UNITS       12A     VEGETATION REMOVAL/RESTORATION     L.S.       12B     DEBRIS REMOVAL     L.S.	ITEM     DESCRIPTION     UNITS       12A     VEGETATION REMOVAL/RESTORATION     L.S.       12B     DEBRIS REMOVAL     L.S.									
ITEM     DESCRIPTION     UNITS       12A     VEGETATION REMOVAL/RESTORATION     L.S.       12B     DEBRIS REMOVAL     L.S.	ITEM     DESCRIPTION     UNITS       12A     VEGETATION REMOVAL/RESTORATION     L.S.       12B     DEBRIS REMOVAL     L.S.									
I2A     VEGETATION REMOVAL/RESTORATION     L.S.       I2B     DEBRIS REMOVAL     L.S.	I2A     VEGETATION REMOVAL/RESTORATION     L.S.       I2B     DEBRIS REMOVAL     L.S.				DAM RESTORATION					
			۲۲	ITEM	DESCRIPTION	UNITS				
			HW	I2A	VEGETATION REMOVAL/RESTORATION	L.S.				
I2C REPAIR SEEPAGE L.S.	I2C REPAIR SEEPAGE L.S.		RA	I2B	DEBRIS REMOVAL	L.S.				
				I2C	REPAIR SEEPAGE	L.S.				

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	LIC OLLIER	LICENSE CENSE N S ENGIN	IUMBER NEERING	Aale Ession. :: GE390 & DE39 & 279865	23 GN, INC		
DAM MAINTENANCE AND REPAIR 2023 FOR UNION COUNTY PROJECT #2022-002 JUNE 2023 UNION COUNTY BOARD OF COUNTY COMMISSIONERS							
RED BANK (Headquarters)           331 Newman Springs Road, Suite 200           Engineering         Phone: 732.383.1950           Coulies Involution Suite 200           Besign         Coulies Involution Suite 200           Coulies Involution Suite 200         Phone: 732.383.1950           Coulies Involution Suite 200         Suite 200           Scale:         DATE:         DARWN BY:           Charles Involution Suite 200         AEM           Project NUMBER:         DRAWING NAME:							

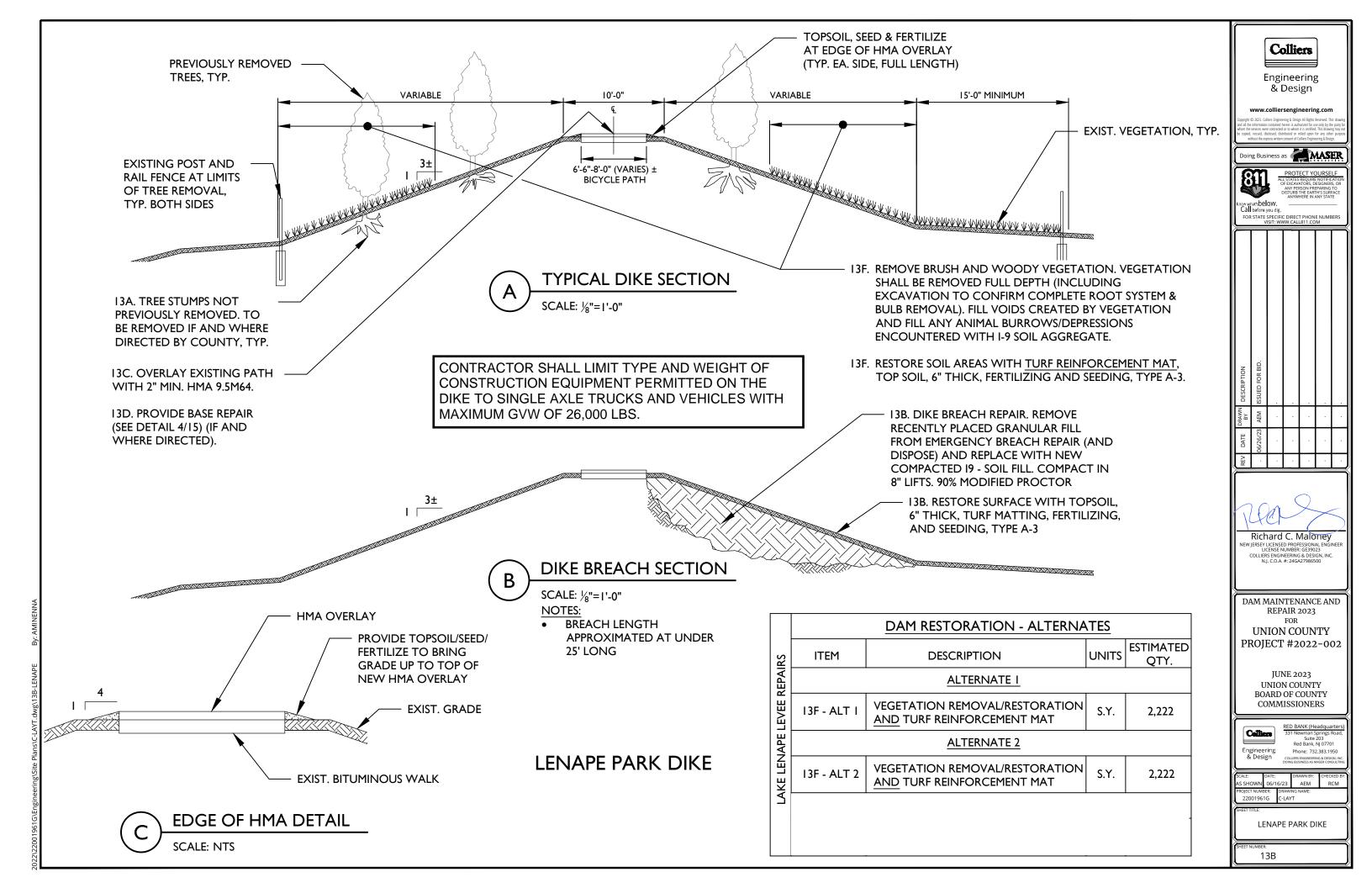


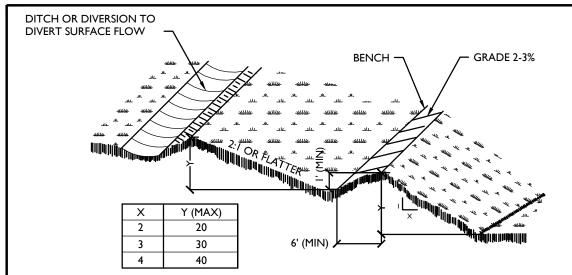
NOTES: I. PATH STATIONING AND TYPICAL SECTION TAKEN FROM PLANS TITLED REHABILITATION OF KENILWORTH BOULEVARD DAM, A.K.A LENAPE PARK DAM, PREPARED SEPTEMBER 2009 BY MOTT MACDONALD.



DAM RESTORATION						
DESCRIPTION	UNITS	ESTIMATED QTY.				
EMOVAL WHERE DIRECTED)	UN.	250				
ACH REPAIR	L.S.	Ι				
164 OVERLAY, 2" THK. WHERE DIRECTED)	TON	450				
AIR (FULL DEPTH - 4" DGA/2" AND WHERE DIRECTED)	S.Y.	200				
on side of hma	L.S.	Ι				
ION REMOVAL/RESTORATION EINFORCEMENT MAT	S.Y.	2,222				
T 13B, ALTERNATES	S.Y.	-				



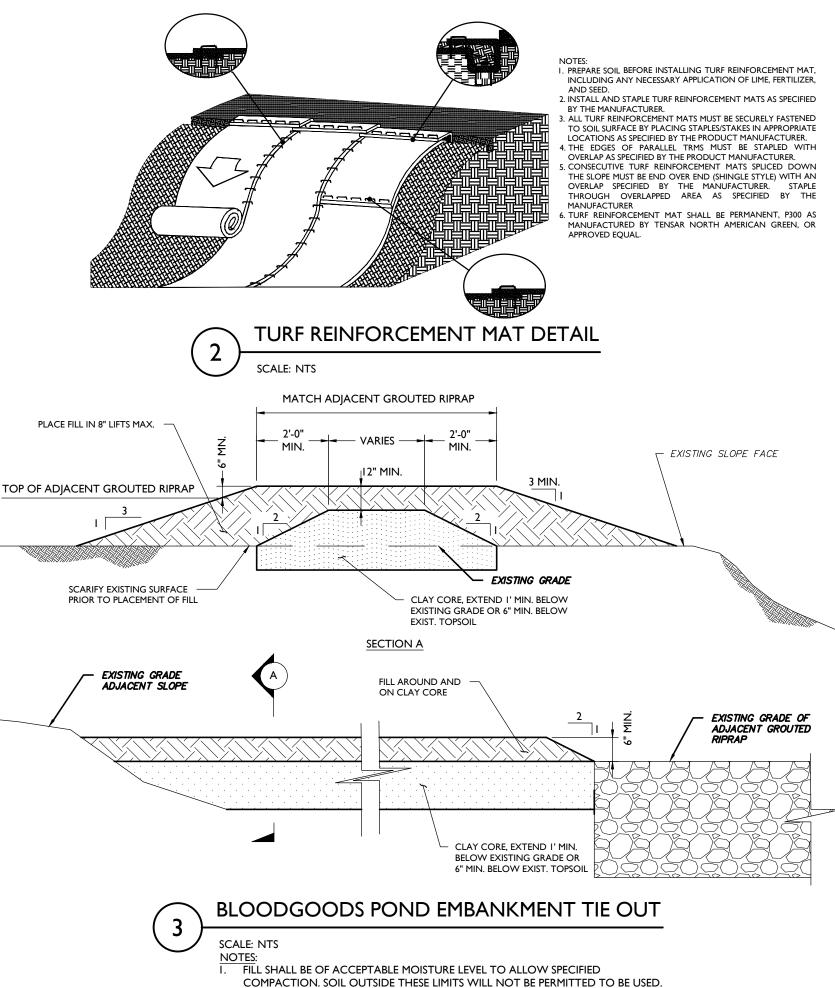




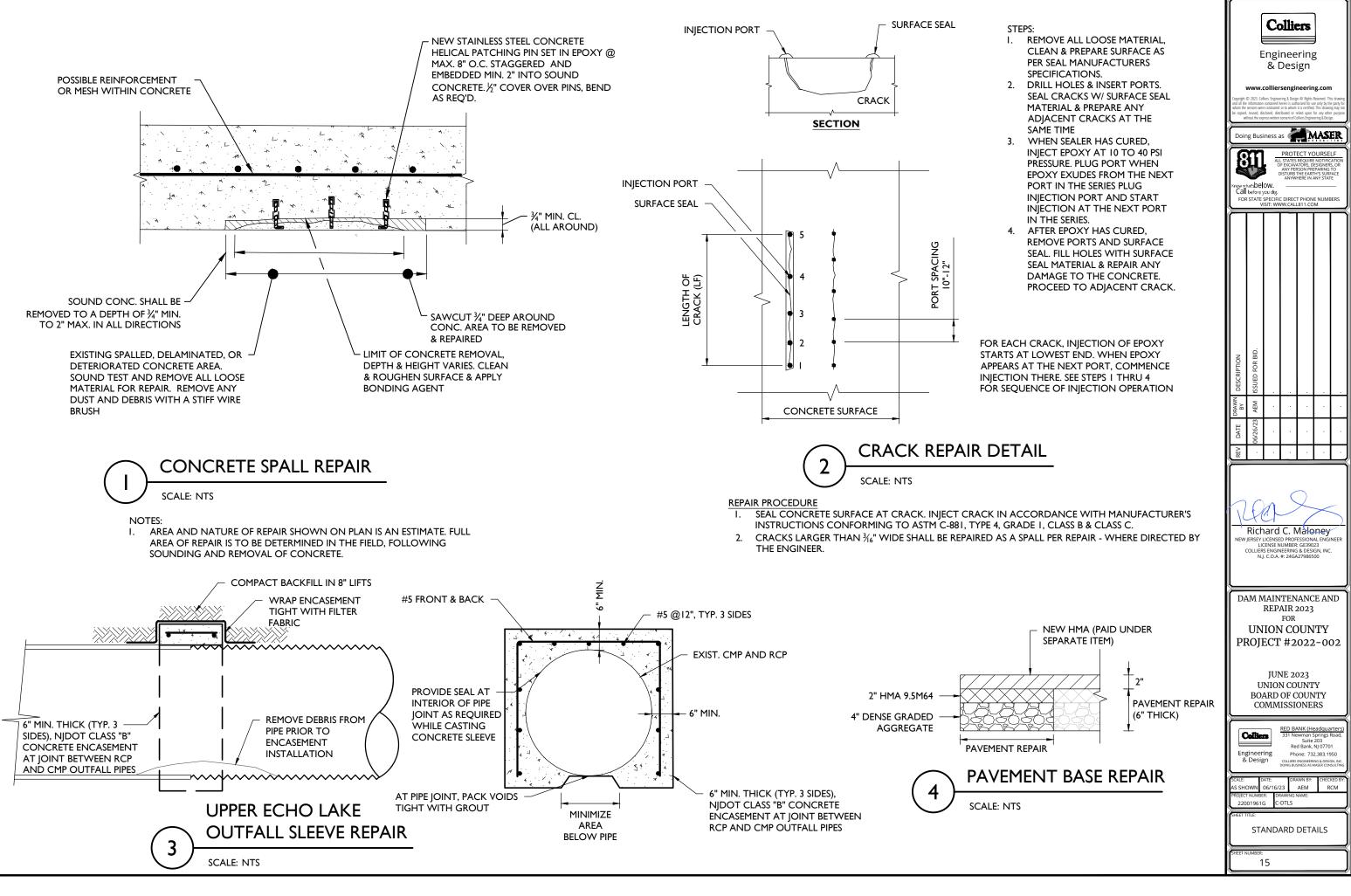
# CONSTRUCTION SPECIFICATIONS

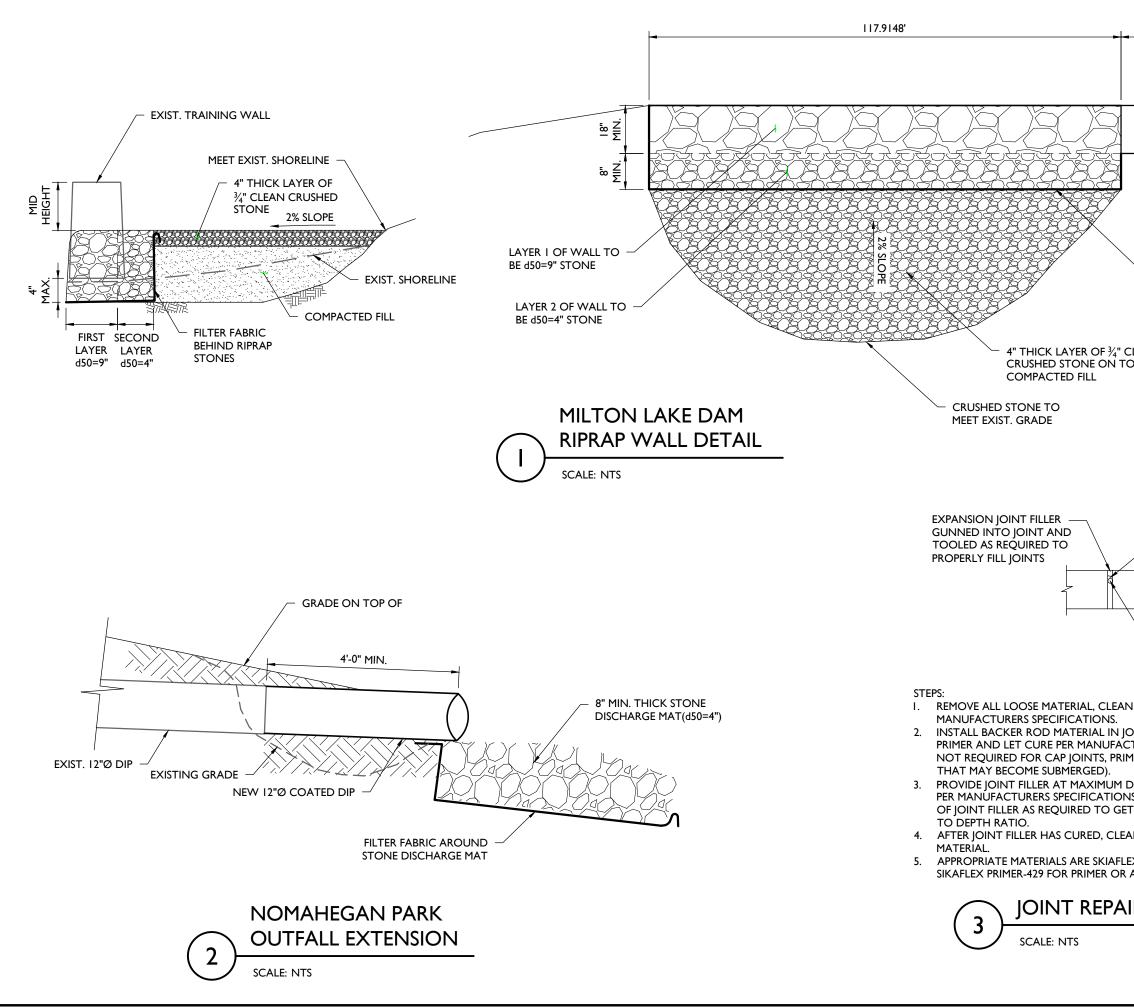
- ALL GRADED OR DISTURBED AREAS INCLUDING SLOPES SHALL BE PROTECTED DURING CLEARING AND CONSTRUCTION IN ACCORDANCE WITH THE APPROVED SEDIMENT CONTROL PLAN UNTIL THEY ARE PERMANENTLY STABILIZED.
- 2. ALL SEDIMENT CONTROL PRACTICES AND MEASURES SHALL BE CONSTRUCTED, APPLIED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED SEDIMENT CONTROL PLAN AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL IN DEVELOPING AREAS".
- 3. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED IN AMOUNT NECESSARY TO COMPLETE FINISHED GRADING OF ALL EXPOSED AREAS.
- 4. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS OR OTHER OBJECTIONABLE MATERIAL.
- 5. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF FOUR INCHES PRIOR TO PLACEMENT OF TOPSOIL.
- 6. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
- 7. ALL FILL TO BE PLACED AND COMPACTED IN LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
- 8. EXCEPT FOR APPROVED LANDFILLS, FILL MATERIAL SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OTHER OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
- 9. FROZEN MATERIALS OR SOFT, MUCKY OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED IN FILLS.
- 10. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
- 11. ALL BENCHES SHALL BE KEPT FREE OF SEDIMENT DURING ALL PHASES OF DEVELOPMENT.
- 12. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
- 13. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY FOLLOWING FINISHED GRADING.
- 14. STOCKPILES, BORROW AREAS AND SPOIL AREAS SHALL BE SHOWN ON THE PLANS AND SHALL BE SUBJECT TO THE PROVISIONS OF THIS STANDARD AND SPECIFICATION.









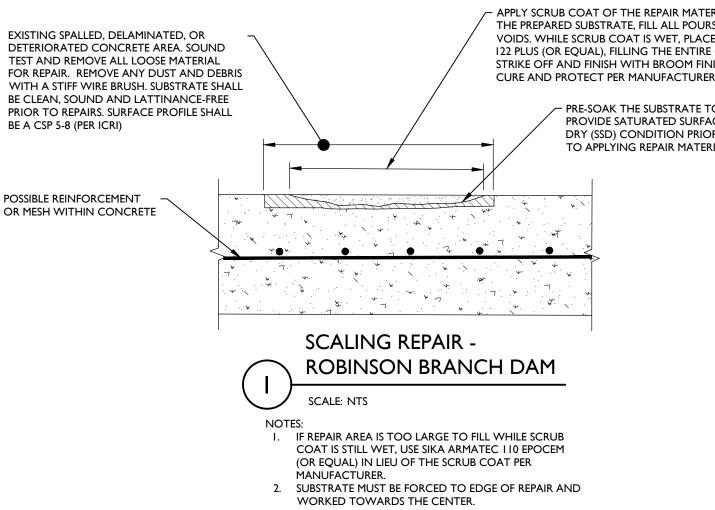


22/22001961G/Engineering/Site Plans/C-DTLS.dwg/C-16-DETAILS (3) By: AMINEI

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PROVIDE PRIMER FOR REPAIRS ON ANY AREA THAT WILL BE SUBMERGED INSTALL BACKER ROD MATERIAL TO PREVENT THREE-SIDED ADHESION AND TO CONTROL SEALANT DEPTH					NEER		
& PREPARE SURFACE AS PER SEAL NT AND PROVIDE FIRST LAYER OF URERS SPECIFICATIONS (PRIMER ER IS REQUIRED IN ANY AREA EPTH OF ½" AND ALLOW TO CURE . PROVIDE ADDITIONAL LAYERS TO A JOINT DEPTH OF 2:1 WIDTH DAM MAINTENANCE AND REPAIR 2023 UNION COUNTY PROJECT #2022-002 JUNE 2023 UNION COUNTY BOARD OF COUNTY COMMISSIONERS							
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	PROJECT				AWN BY: AEM NAME:	CHECK	(ED BY: ) CM
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### **GENERAL NOTES:**

- 1. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, WALKWAYS OR OTHER ADJACENT FACILITIES WITHOUT PERMISSION FROM THE OWNER AND AUTHORITIES HAVING JURISDICTION.
- 2. CONTRACTOR SHALL PROVIDE PROTECTION FOR THE GENERAL PUBLIC AND CONSTRUCTION WORKERS IN AND AROUND THE CONSTRUCTION AREAS AND FOR THE THE ADJACENT PROPERTY AND PERSONS ADEQUATE BARRIERS SHALL BE PROVIDED TO EXERCISE CONTROL OF SAFE INGRESS AND EGRESS AT ALL INTERSECTIONS AND PROPERTY LIMITS. THE CONSTRUCTION SHALL BARRICADE ALL UNSAFE OR INJURIOUS CONDITIONS.
- 3. THE CONTRACTOR SHALL ASSURE FREE AND SAFE PASSAGE OF PERSONS AROUND THE AREA OF ALL WORK. OPERATIONS SHALL BE CONDUCTED SO AS TO PREVENT DAMAGE TO ADJACENT BUILDINGS, STRUCTURES, AND OTHER FACILITIES AND INJURY TO PERSONS, BOTH PEDESTRIAN AND WORKERS ALIKE.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANUP OF CONSTRUCTION DEBRIS. ALL UNUSED MATERIALS SHALL BE LEGALLY DISPOSED OF AWAY FROM PREMISES. NO ON-SITE STORAGE OR BURIAL OF MATERIAL IS ALLOWED.
- 5. SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR FOR THE DURATION OF THE PROJECT. ALL PERSONNEL WORKING OR VISITING THE SITE SHALL BE PROVIDED A PROJECT-SPECIFIC SAFETY BRIEFING BY THE CONTRACTOR. THE CONTRACTOR SHALL DESIGNATE A TRAINED RESPONSIBLE INDIVIDUAL FOR SAFETY RELATED ISSUES. THIS PERSON SHALL HAVE THE AUTHORITY TO SUSPEND WORK SHOULD AN UNSAFE CONDITION BE ENCOUNTERED.
- 6. ACCESS TO PROJECT SITES MAY BE RESTRICTIVE. CONTRACTOR MAY REMOVE, STORE & REINSTALL TO ORIGINAL CONDITIONS ANY FENCES, SIGNS, GATES, OR ANY OTHER APPURTENANCES THAT MAY INHIBIT ACCESS OR COMPLETION OF WORK
- 7. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO RESTRICT ANY SURFACE WATER FLOWS FROM LEAVING THE SITE.
- 8. PROVIDE TEMPORARY BRACING AS REQUIRED TO SUPPORT LOADS WHICH NEW AND EXISTING STRUCTURES MAY BE SUBJECT TO DURING CONSTRUCTION.
- 9. CONTRACTOR TO FIELD MEASURE AND VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN FIELD. ANY UNUSUAL CONDITIONS OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE PURCHASE, FABRICATION OR ERECTION OF ANY MATERIAL. THE CONTRACTOR SHALL SUPPLY PRE-CONSTRUCTION PHOTOGRAPHS AND VIDEO SUFFICIENTLY DETAILING EXISTING CONDITIONS.
- 10. GENERAL CLEANUP: THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL DEBRIS, GARBAGE, AND OTHER DELETERIOUS MATERIAL ON SITE DAILY.
- 11. LAKE LOWERING PERMIT: THE CONTRACTOR IS ADVISED THAT A LAKE LOWERING PERMIT HAS NOT BEEN OBTAINED FOR THIS PROJECT. IF THE CONTRACTOR REQUIRES A LAKE LOWERING PERMIT, THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A LAKE LOWERING PERMIT APPLICATION AND ALL ASSOCIATED FEES.
- 12. THE WORK INCLUDED IN THIS PROJECT IS CONSIDERED MAINTENANCE & MINOR REPAIRS AND DOES NOT REQUIRE FORMAL PERMIT APPROVAL FROM DAM SAFETY. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE NEW JERSEY DEP-BUREAU OF DAM SAFETY REGULATIONS, THE INTERNATIONAL BUILDING CODE NEW JERSEY EDITION (2018), LOCAL SOIL CONSERVATION DISTRICT REGULATIONS AND LOCAL BUILDING CODES, AND OTHER APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
- 13. IN CASE OF CONFLICT BETWEEN THE GENERAL NOTES, SPECIFICATIONS, AND DETAILS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.
- 14. PROTECT ALL WORK SCHEDULED TO REMAIN AND IF DAMAGED REPAIR TO MATCH EXISTING.



FOR AREAS GREATER THAN I" IN DEPTH. ADD 3/ 3 COARSE AGGREGATE IN ACCORDANCE WITH THE MANUFACTURER'S GUIDELINES.

APPLY SCRUB COAT OF THE REPAIR MATERIAL TO THE PREPARED SUBSTRATE, FILL ALL POURS AND VOIDS. WHILE SCRUB COAT IS WET, PLACE SIKATOP 122 PLUS (OR EOUAL), FILLING THE ENTIRE CAVITY. STRIKE OFF AND FINISH WITH BROOM FINISH. WET

> PRE-SOAK THE SUBSTRATE TO PROVIDE SATURATED SURFACE DRY (SSD) CONDITION PRIOR TO APPLYING REPAIR MATERIAL



# **RESTORATION:**

- I. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- 2. ALL VOIDS AS A RESULT OF REMOVAL OF VEGETATION, DEBRIS, ANIMAL BURROWS OR DEPRESSIONS SHALL BE RESTORED WITH SIMILAR MATERIALS (SOIL TO BE RESTORED WITH SOIL, STONE TO BE RESTORED WITH STONE) BEFORE PLACEMENT OF ADDITIONAL TOPSOIL OR STONE.
- 3. GRASS AREAS SHALL BE RESTORED WITH 6" TOPSOIL, FERTILIZING, SEEDING & STRAW MULCH. THE CONTRACTOR SHALL MAINTAIN LAWN FOR 30 DAYS FROM SUBSTANTIAL COMPLETION. MAINTENANCE WILL INCLUDE WATERING, FERTILIZING, WEEDING, MOWING, REPLANTING, ETC. THE LAWN RESTORATION WILL BE SATISFACTORY IF A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS AND WITH COVERAGE EXCEEDING 90 PERCENT OVER ANY 10 S.F. AND BARE SPOTS NOT EXCEEDING 5"x5".
- A. SEED SHALL BE 75% TALL FESCUE (2 VARIETIES) AND 25% PERENNIAL RYEGRASS
- B. FERTILIZER SHALL BE "NEW SEEDING LAWN FERTILIZER" BY JONATHAN GREEN OR EQUAL.
- C. TOPSOIL SHALL HAVE A pH RANGE OF 5.5 TO 7, A MINIMUM OF 6% ORGANIC MATERIAL, AND SHALL BE FREE OF STONES I" OR LARGER AND ANY OTHER EXTRANEOUS MATERIALS.

### SITE CLEARING:

THE CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION TO FACILITATE CONSTRUCTION OF THE PROJECT. ALL CLEARED MATERIALS, INCLUDING VEGETATION, DEBRIS, ETC. SHALL BE DISPOSED OF LEGALLY BY THE CONTRACTOR.

- I. SPECIFICATION FOR TREE REMOVAL:
  - A. CUT AND REMOVE ALL TREES AND SHRUBS WITHIN LIMITS SHOWN ON THE PLANS.
  - B. STUMPS OF TREES LARGER THEN 4 INCHES DIAMETER TO BE EXCAVATED OR GROUND TWO FEET BELOW GRADE.
  - C. FOR STUMP REMOVAL STRIP TOPSOIL LAYER (6" TYPICAL) AND STOCKPILE.
  - D. VOIDS FROM STUMP REMOVAL TO BE FILLED WITH 6" LIFTS OF NON-GRANULAR CLAY SOIL, AND WHEEL COMPACTED.
  - E. REPLACE TOPSOIL LAYER AND RESTORE WITH SEED.
- 2. REMOVAL OF BRUSH AND WOODY VEGETATION SPECIFIES THE REMOVAL OF ALL WEEDS, TALL GRASSES, SMALL BUSHES, FLOWERING PLANTS, VINES, AND OTHER PLANT LIFE THAT IS NOT INTENTIONALLY PLANTED (SUCH AS GRASS OR PLANTINGS) AND INCLUDES ANY DEAD PLANTINGS. THIS ALSO INCLUDES ALL TREES 2"Ø OR LESS.

### UTILITIES:

1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES BY CONTRACTING THE APPROPRIATE UTILITY COMPANIES AND CONTACTING THE NJ ONE-CALL SYSTEM (1-800-272-1000). THE LOCATION OF ALL EXITING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS. THE CONTRACTOR SHALL ALSO VERIFY, IN THE FIELD, ALL FACTS CONCERNING THE LOCATION AND STATUS OF UTILITIES AND OTHER SUCH OBSTACLES PRIOR TO THE REMOVAL OR DEACTIVATION FOR DEMOLITION.

# **REPOINTING STONEWORK**

- I. RAKE OUT AND REPOINT JOINTS TO THE FOLLOWING EXTENT:
  - A. JOINTS WHERE THEY SOUND HOLLOW WHEN TAPPED BY METAL OBJECT.
  - B. JOINTS WHERE THEY ARE WORN BACK 1/4 INCH OR MORE FROM SURFACE.
  - C. JOINTS WHERE THEY ARE DETERIORATED TO POINT THAT MORTAR CAN BE EASILY REMOVED BY HAND, WITHOUT TOOLS.
  - D. JOINTS WHERE THEY HAVE BEEN FILLED WITH SUBSTANCES OTHER THAN MORTAR.
  - E. DO NOT RAKE OUT AND REPOINT JOINTS WHERE NOT REQUIRED.
- 2. RAKE OUT JOINTS AS FOLLOWS:
  - A. REMOVE MORTAR FROM JOINTS TO DEPTH OF 2 TIMES JOINT WIDTH OR AS INDICATED, BUT NOT LESS THAN 1/2 INCH OR NOT LESS THAN THAT REQUIRED TO EXPOSE SOUND, UNWEATHERED MORTAR.
  - B. REMOVE MORTAR FROM STONE SURFACES WITHIN RAKED-OUT JOINTS TO PROVIDE REVEALS WITH SQUARE BACKS AND TO EXPOSE STONE FOR CONTACT WITH POINTING MORTAR. BRUSH, VACUUM, OR FLUSH JOINTS TO REMOVE DIRT AND LOOSE DEBRIS.
  - C. DO NOT SPALL EDGES OF STONE UNITS OR WIDEN JOINTS
  - D. REMOVE MORTAR BY THE FOLLOWING METHODS:
    - a. CUT OUT CENTER OF MORTAR BED JOINTS USING ANGLE GRINDERS WITH DIAMOND-IMPREGNATED METAL BLADES. REMOVE REMAINING MORTAR BY HAND WITH CHISEL AND RESILIENT MALLET.
    - b. PRESSURE WASH FACE OF MASONRY TO REMOVE LOOSE MATERIAL BETWEEN STONES.
- 3. POINTING WITH MORTAR:
  - A. RINSE JOINT SURFACES WITH WATER TO REMOVE DUST AND MORTAR PARTICLES. TIME RINSING APPLICATION SO, AT TIME OF POINTING, JOINT SURFACES ARE DAMP BUT FREE OF STANDING WATER. IF RINSE WATER DRIES, DAMPEN JOINT SURFACES BEFORE POINTING.
  - B. APPLY POINTING MORTAR FIRST TO AREAS WHERE EXISTING MORTAR WAS REMOVED TO DEPTHS GREATER THAN SURROUNDING AREAS. APPLY IN LAYERS NOT GREATER THAN 3/8 INCH UNTIL A UNIFORM DEPTH IS FORMED. FULLY COMPACT EACH LAYER THOROUGHLY AND ALLOW IT TO BECOME THUMBPRINT HARD BEFORE APPLYING NEXT LAYER.
  - C. AFTER LOW AREAS HAVE BEEN FILLED TO SAME DEPTH AS REMAINING JOINTS, POINT ALL JOINTS BY PLACING MORTAR IN LAYERS NOT GREATER THAN 3/8 INCH. FULLY COMPACT EACH LAYER AND ALLOW TO BECOME THUMBPRINT HARD BEFORE APPLYING NEXT LAYER. WHERE EXISTING STONE HAS WORN OR ROUNDED EDGES, SLIGHTLY RECESS FINISHED MORTAR SURFACE BELOW FACE OF STONE TO AVOID WIDENED JOINT FACES. TAKE CARE NOT TO SPREAD MORTAR BEYOND JOINT EDGES ONTO EXPOSED STONE SURFACES OR TO FEATHEREDGE THE MORTAR.
  - D. WHEN MORTAR IS THUMBPRINT HARD, TOOL JOINTS. REMOVE EXCESS MORTAR FROM EDGE OF JOINT BY BRUSHING.
  - E. CURE MORTAR BY MAINTAINING IN THOROUGHLY DAMP CONDITION FOR AT LEAST 72 CONSECUTIVE HOURS, INCLUDING WEEKENDS AND HOLIDAYS.
- 4. ACCEPTABLE CURING METHODS INCLUDE COVERING WITH WET BURLAP AND PLASTIC SHEETING, PERIODIC HAND MISTING, AND PERIODIC MIST SPRAYING USING SYSTEM OF PIPES, MIST HEADS, AND TIMERS.
- 5. ADJUST CURING METHODS TO ENSURE THAT POINTING MORTAR IS DAMP THROUGHOUT ITS DEPTH WITHOUT ERODING SURFACE MORTAR.
  - A. HAIRLINE CRACKING WITHIN THE MORTAR OR MORTAR SEPARATION AT EDGE OF A JOINT IS UNACCEPTABLE. COMPLETELY REMOVE SUCH MORTAR AND REPOINT.

# GROUT:

Β.

- A. PROVIDE GROUT THAT MEETS
- MINIMUM 28-DAY COMPRESSIV
- C. MINIMUM AIR CONTENT OF 5
- D. USE A MINIMUM OF SIX SACKS YARD OF GROUT.
- E. SUBMIT A GROUT MIX DESIGN BETWEEN THE STONES WITH
- ADD 1.5 POUNDS OF FIBERME
- G. DO NOT USE CALCIUM CHLO
- H. POZZOLAN:
- USE POZZOLANS CONFORM C 618. CLASS F, IN AMOUNTS ABSOLUTE VOLUME.
- 2. USE AN EQUIVALENT AMOUN MIXTURE AS A SUBSTITUTE.

#### GROUT INJECTION

В.

- A. THE PUMPING RATE SHALL NO OTHERWISE APPROVED BY TH
  - THE QUANTITY OF GROUT PI MINIMUM. GROUT THAT HAS WITH OR WITHOUT AGITATI DISCARDED.
- C. GROUT TEMPERATURES SHALL THE GROUTED SOIL, ROCK, C DEGREES FAHRENHEIT WHEN HOURS THEREAFTER. INSULAT SURFACE FOR 24 HOURS BEFC REQUIRED TO KEEP THE SOIL, REQUIRED TEMPERATURE.

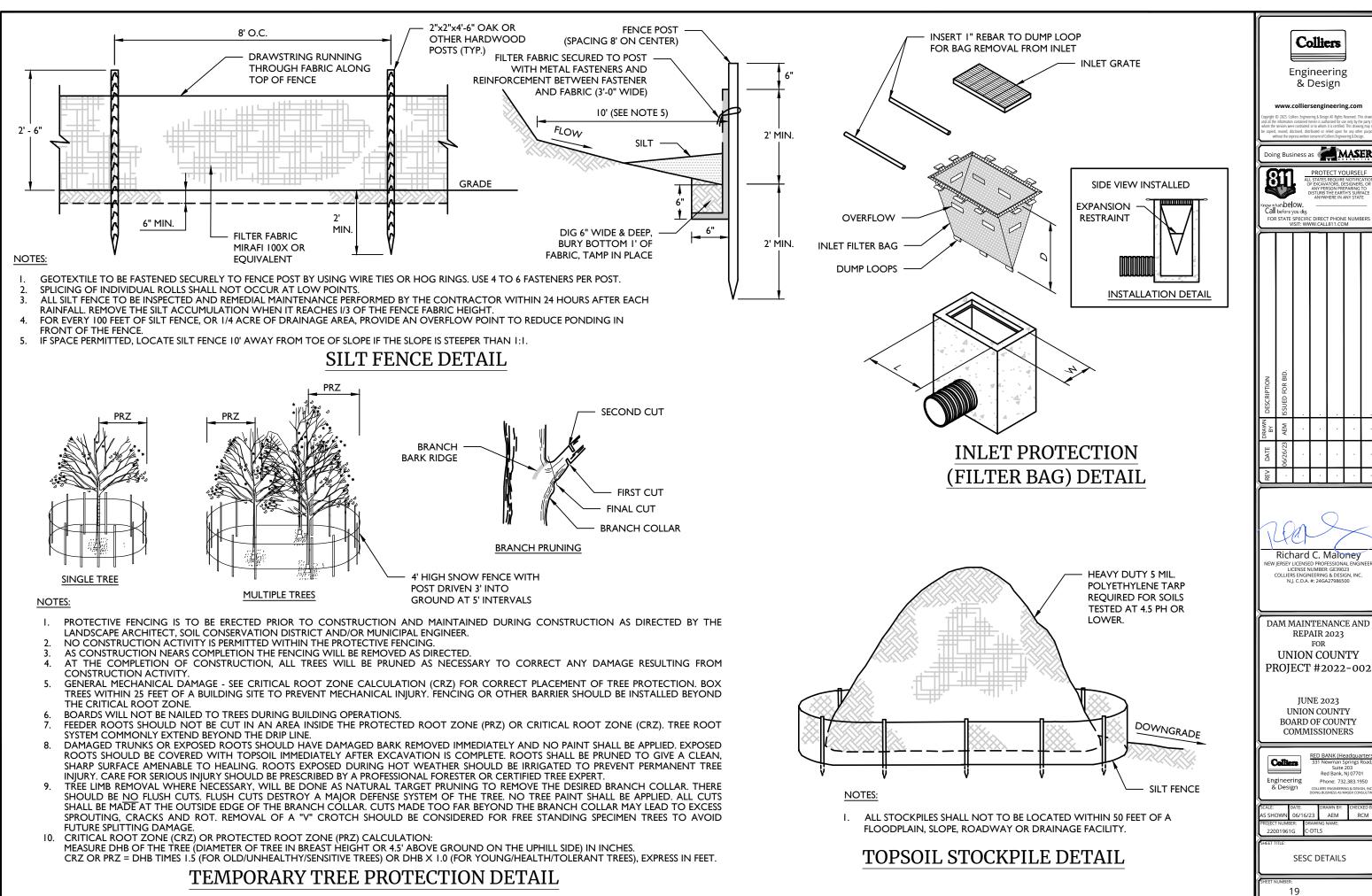
#### PREPARATION

- A. INSTALL SURFACE AND GROU PERFORM WORK IN DRY CON INCLUDE, BUT ARE NOT LIMIT PUMPS OR OTHER MEANS NEC GROUNDWATER BELOW SUB WATER AWAY FROM THE WC
- B. REMOVE ALL TOPSOIL, LOOSE SOFT YIELDING MATERIAL AN OBJECTIONABLE MATERIALS F GROUTED RIPRAP IS TO BE PL BLOCK NATURAL DRAINAGE BOTTOM.
- C. PLACE ANY APPROVED ON-SIT THE DESIGNATED SUBGRADE
- I. DO NOT BACKFILL DEPRESSIC
- 2. SPREAD FILL MATERIALS UNIFO
- 3. COMPACT SUBGRADE TO 95 F TO A 70 PERCENT RELATIVE M
- 4. SMOOTH GRADED AREAS MA THAN 3 INCHES CHANGE UN

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	Colliers			
EETS THE FOLLOWING REQUIREMENTS.	Comers			
SSIVE STRENGTH OF 3000 PSI.	Engineering & Design			
DF 5 PERCENT.	www.colliersengineering.com			
CKS OF TYPE II PORTLAND CEMENT PER CUBIC	Copyright © 2023. Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained here is subtrivied for one only by the party for whom the services were contacted or to whom it is certified. This drawing may not be optied, reused, disclosed, distributed or relied upon for any other purpose without the upress writh concent of Colliers Engenering Beisgin.			
IGN THAT READILY FLOWS INTO THE OPEN SPACES TH THE RIPRAP GRADATION USED.	Doing Business as			
MESH OR EQUIVALENT PER CUBIC YARD OF GROUT.	PROTECT YOURSELF ALL STATES REQUIRE NOTIFICATION OF ECCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SUBFACE			
iloride admixtures.	ANYWHERE IN ANY STATE Know what Spelow. Call before you dig. FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM			
RMING TO SECTION 03055 AND SPECIFICATION ASTM TS NOT TO EXCEED 25 PERCENT, BASED ON				
UNT OF PORTLAND CEMENT IN THE GROUT				
NOT EXCEED 3 CUBIC FEET PER MINUTE UNLESS THE ENGINEER.				
T PREPARED IN ADVANCE SHALL BE KEPT TO A IAS REMAINED IN THE MIXER OR HOLDOVER TANK ATION FOR MORE THAN AN HOUR SHALL BE	DESCRIPTION SSUED FOR BID.			
IALL BE NO LOWER THAN 50 DEGREES FAHRENHEIT. (, OR CONCRETE SHALL BE NO COLDER THAN 40 IEN GROUT IS INJECTED AND FOR AT LEAST 48 LATION OR HEAT SHALL BE APPLIED TO THE EFORE GROUTING AND 48 HOURS AFTER IF DIL, ROCK, OR CONCRETE ABOVE THE MINIMUM	REV         DATE         DBAWN I BY         I           06/26/23         AEM IS         -         -           -         -         -         -         -           -         -         -         -         -         -           -         -         -         -         -         -         -           -<			
COUND WATER CONTROL MEASURES AS NEEDED TO CONDITIONS. WATER CONTROL MEASURES MITED TO DIVERSIONS, CULVERTS, SUMPS WITH NECESSARY TO MAINTAIN THE LEVEL OF SUBGRADE ELEVATION AND TO DIVERT SURFACE WORK AREA.	Richard C. Maloney NEW JERSEY LICENSED PROFESSIONAL ENGINEER LICENSE NUMBER: GE39023 COLLIERS ENGINEERING & DESIGN, INC. N.J. C.O.A. #: 24GA27366500			
DSE EXCAVATED MATERIALS, TREES, TIMBER DEBRIS, AND CONCRETE DEBRIS, AND OTHER LS FROM BENEATH THE AREAS WHERE THE PLACED AND AS SHOWN ON THE PLANS. DO NOT GE LAYERS OR HORIZONS WITHIN THE CHANNEL	DAM MAINTENANCE AND REPAIR 2023 FOR UNION COUNTY PROJECT #2022-002			
I-SITE MATERIAL AND COMPACT AS SPECIFIED TO DE ELEVATION.	JUNE 2023			
SION WITH SHATTERED SHALE MATERIALS.	UNION COUNTY BOARD OF COUNTY COMMISSIONERS			
NIFORMLY MINIMIZING SEGREGATION.	RED BANK (Headquarters)			
95 PERCENT MAXIMUM DENSITY, AASHTO T 99, OR 'E MAXIMUM DENSITY, AASHTO T 180. MAINTAINING SPECIFIED SLOPE WITH NO MORE	Colliers         331 Newman Springs Road, Suite 203           Red Bank, N) 07701         Engineering & Design           & Design         Phone: 732.383.1950           colless examisers as users on water consulting bonds collenses as users consulting			
UNLESS CLOSER TOLERANCES ARE SPECIFIED.	SCALE:         DATE:         DRAWN BY:         CHECKED BY:           AS SHOWN         06/16/23         AEM         RCM           PROJECT NUMBER:         DRAWING NAME:         22001961G         C-DTLS			
	GENERAL NOTES			
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# SOMERSET-UNION SOIL CONSERVATION DISTRICT NOTES

- THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING 48 HOURS IN ADVANCE OF ANY LAND 1. DISTURBING ACTIVITY.
- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO ANY MAIOR SOIL DISTURBANCES, OR IN 2 THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- 3. ANY STOCKPILE OR DISTURBED AREAS THAT WILL BE LEFT EXPOSED MORE THAN 14 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW, OR EQUIVALENT MATERIAL, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO NJ STATE STANDARDS
- 4 PERMANENT VEGETATION SHALL BE SEEDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCH WILL BE USED FOR PROTECTION UNTIL SEEDING IS ESTABLISHED
- 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NI STATE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
- A SUB-BASE COURSE WILL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN 6. ORDER TO STABILIZE STREETS, ROADS, DRIVEWAYS AND PARKING AREAS. IN AREAS WHERE NO UTILITIES ARE PRESENT, THE SUB-BASE SHALL BE INSTALLED WITHIN 15 DAYS OR PRELIMINARY GRADING.
- 7. IMMEDIATELY FOLLOWING INITIAL DISTURBANCE OR ROUGH GRADING ALL CRITICAL AREAS SUBJECT TO EROSION (I.E.: STEEP SLOPES, ROADWAY EMBANKMENTS) WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH OR A SUITABLE EQUIVALENT, AT A RATE OF TWO (2) TONS PER ACRE, ACCORDING TO THE NJ STATE STANDARDS.
- 8. ANY STEEP SLOPES RECEIVING PIPELINE INSTALLATION WILL BE BACKFILLED AND STABILIZED DAILY, AS THE INSTALLATION PROCEEDS (I.E.: SLOPES GREATER THAT 3:1)
- 9. TRAFFIC CONTROL STANDARDS REQUIRE THE INSTALLATION OF A 50'X30'X6"PAD OF 1 1/2" OR 2" STONE, AT ALL CONSTRUCTION DRIVEWAYS, IMMEDIATELY AFTER INITIAL SITE DISTURBANCE.
- 10. AT THE TIME WHEN THE SITE PREPARATION FOR PERMANENT VEGETATIVE STABILIZATION IS GOING TO BE ACCOMPLISHED, ANY SOIL THAT WILL NOT PROVIDE A SUITABLE ENVIRONMENT TO SUPPORT ADEQUATE VEGETATIVE GROUND COVER, SHALL BE REMOVED OR TREATED IN SUCH A WAY THAT WILL PERMANENTLY ADJUST THE SOIL CONDITIONS AND RENDER IT SUITABLE FOR VEGETATIVE GROUND COVER. IF THE REMOVAL OR TREATMENT OF THE SOIL WILL NOT PROVIDE SUITABLE CONDITIONS. NON-VEGETATIVE MEANS OF PERMANENT GROUND STABILIZATION WILL HAVE TO BE EMPLOYED.
- 11. IN THAT NJSA 4:24-39 ET SEQ., REQUIRES THAT NO CERTIFICATE OF OCCUPANCY BE ISSUED BEFORE THE PROVISIONS OF THE CERTIFIED PLAN FOR SOIL EROSION AND SEDIMENT CONTROL HAVE BEEN COMPLIED WITH FOR PERMANENT MEASURES, ALL SITE WORK FOR SITE PLANS AND ALL WORK AROUND INDIVIDUAL LOTS IN SUBDIVISIONS, WILL HAVE TO BE COMPLETED PRIOR TO THE DISTRICT ISSUING A REPORT OF COMPLIANCE FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY.
- 12. CONDUIT OUTLET PROTECTION MUST BE INSTALLED AT ALL REQUIRED OUTFALLS PRIOR TO THE DRAINAGE SYSTEM BECOMING OPERATIONAL.
- 13. ANY CHANGES TO THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN WILL REQUIRE THE SUBMISSION OF REVISED SOIL EROSION AND SEDIMENT CONTROL PLANS TO THE DISTRICT FOR RECERTIFICATION. THE REVISED PLANS MUST MEET ALL CURRENT NJ STATE SOIL EROSION & SEDIMENT CONTROL STANDARDS.
- 14. THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED OF ANY CHANGES IN OWNERSHIP.
- 15. MULCHING TO THE NJ STANDARDS IS REQUIRED FOR OBTAINING A CONDITIONAL REPORT OF COMPLIANCE. CONDITIONALS ARE ONLY ISSUED WHEN THE SEASON PROHIBITS SEEDING.
- 16. CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL ADJACENT ROADS CLEAN DURING LIFE OF CONSTRUCTION PROJECT.
- 17. THE DEVELOPER SHALL BE RESPONSIBLE FOR REMEDIATING ANY EROSION OR SEDIMENT PROBLEMS THAT ARISE AS A RESULT OF ONGOING CONSTRUCTION AT THE REQUEST OF THE SOMERSET-UNION SOIL CONSERVATION DISTRICT.
- 18. HYDRO SEEDING IS A TWO- STEP PROCESS. THE FIRST STEP INCLUDES SEED, FERTILIZER, LIME, ETC., ALONG WITH MINIMAL AMOUNTS OF MULCH TO PROMOTE CONSISTENCY, GOOD SEED TO SOIL CONTACT, AND GIVE A VISUAL INDICATION OF COVERAGE. UPON COMPLETION OF SEEDING OPERATION, HYDROMULCH SHOULD BE APPLIED AT A RATE OF 1500 LBS. PER ACRE IN SECOND STEP. THE USE OF HYDROMULCH, AS OPPOSED TO STRAW, IS LIMITED TO OPTIMUM SEEDING DATES AS LISTED IN THE NI STANDARDS.
- 19. UNFILTERED DEWATERING IS NOT PERMITTED. NECESSARY PRECAUTIONS MUST BE TAKEN DURING ALL DEWATERING OPERATIONS TO MINIMIZE SOIL TRANSFER. ANY DEWATERING METHODS USED MUST BE IN ACCORDANCE WITH THE STANDARD FOR DEWATERING.

# MITIGATION NOTES FOR ACIDIC SOIL

- 1. LIMIT THE EXCAVATION AREA AND EXPOSURE TIME WHEN HIGH-ACID PRODUCING SOILS ARE ENCOUNTERED.
- 2. TOPSOIL STRIPPED FROM THE SITE SHALL BE STORED SEPARATELY FROM TEMPORARILY STOCKPILED HIGH ACID PRODUCING SOILS.
- 3. STOCKPILES OF HIGH ACID-PRODUCING SOIL SHOULD BE LOCATED ON LEVEL LAND TO MINIMIZE ITS MOVEMENT, ESPECIALLY WHEN THIS MATERIAL HAS A HIGH CLAY CONTENT.
- 4. TEMPORARILY STOCKPILED HIGH ACID-PRODUCING SOIL MATERIAL TO BE STORED MORE THAN 48 HOURS SHOULD BE COVERED WITH PROPERLY ANCHORED, HEAVY GRADE SHEETS OF POLYETHYLENE WHERE POSSIBLE. IF NOT POSSIBLE. STOCKPILES SHALL BE COVERED WITH A MINIMUM OF 3 TO 6 INCHES OF WOOD CHIPS TO MINIMIZE EROSION OF THE STOCKPILE. SILT FENCE SHALL BE INSTALLED AT THE TOE OF THE SLOPE TO CONTAIN MOVEMENT OF THE STOCKPILED MATERIAL. TOPSOIL SHALL NOT BE APPLIED TO THE STOCKPILES TO PREVENT TOPSOIL CONTAMINATION WITH HIGH ACID-PRODUCING SOIL.
- 5 HIGH ACID PRODUCING SOILS WITH A DH OF 4.0 OR LESS OR CONTAINING IRON SULFIDE (INCLUDING BORROW FROM CUTS OR DREDGED SEDIMENT) SHALL BE ULTIMATELY PLACED OR BURIED WITH LIMESTONE APPLIED AT THE RATE OF 10 TONS PER ACRE (OR 450 POUNDS PER 1,000 SQUARE FEET OF SURFACE AREA) AND COVERED WITH A MINIMUM OF 12 INCHES OF SETTLED SOIL WITH A pH OF 5.0 OR MORE EXCEPT AS FOLLOWS:
  - A. AREAS WHERE TREES OR SHRUBS ARE TO BE PLANTED SHALL BE COVERED WITH A MINIMUM OF 24 INCHES OF SOIL WITH A DH OF 5 OR MORE.
  - B. DISPOSAL AREAS SHALL NOT BE LOCATED WITHIN 24 INCHES OF ANY SURFACE OF A SLOPE OR BANK, SUCH AS BERMS, STREAM BANKS, DITCHES, AND OTHERS, TO PREVENT POTENTIAL LATERAL LEACHING DAMAGES.
- 6 EQUIPMENT USED FOR MOVEMENT OF HIGH ACID-PRODUCING SOILS SHOULD BE CLEANED AT THE END OF EACH DAY TO PREVENT SPREADING OF HIGH ACID-PRODUCING SOIL MATERIALS TO OTHER PARTS OF THE SITE. INTO STREAMS OR STORMWATER CONVEYANCES, AND TO PROTECT MACHINERY FROM ACCELERATED RUSTING.
- 7. NON-VEGETATIVE EROSION CONTROL PRACTICES (STONE TRACKING PADS, STRATEGICALLY PLACED LIMESTONE CHECK DAM, SEDIMENT BARRIER, WOOD CHIPS) SHOULD BE INSTALLED TO LIMIT THE MOVEMENT OF HIGH ACID-PRODUCING SOILS FROM, AROUND, OR OFF THE SITE.
- 8 FOLLOWING BURIAL OR REMOVAL OF HIGH ACID-PRODUCING SOIL, TOPSOILING AND SEEDING OF THE SITE (SEE TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION, PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION, AND TOPSOILING), MONITORING MUST CONTINUE FOR A MINIMUM OF 6 MONTHS TO ENSURE THERE IS ADEQUATE STABILIZATION AND THAT NO HIGH ACID-PRODUCING SOIL PROBLEMS EMERGE. IF PROBLEMS STILL EXIST, THE AFFECTED AREA MUST BE TREATED AS INDICATED ABOVE TO CORRECT THE PROBLEM.

# SEQUENCE OF COMMERCIAL CONSTRUCTION

- Ι. CLEARING OF ENTRANCE AND LIMIT OF DISTURBANCE FOR INSTALLATION OF SILT FENCE, INLET PROTECTION AND FLOATING TURBIDITY BARRIER (I WEEK).
- 2. CLEARING OF VEGETATION AND DAM FACE AND LOCAL AREA REPAIRS (3 WEEKS)
- 3. PROVIDE TURF REINFORCEMENT MATTING AND ADDITIONAL DAM AREA REPAIRS (I WEEK)
- ALL SURFACES HAVING LANDSCAPING AS FINAL COVER ARE TO BE PROVIDED 6" OF TOPSOIL, FIRM IN PLACE, PRIOR TO 4 SEEDING, SODDING OR PLANTING. PLACE PERMANENT VEGETATION COVER. (I WEEK)
- 5. REMOVE FLOATING TURBIDITY BARRIERS, SILT FENCE, AND INLET PROTECTION AFTER ALL DISTURBED AREAS HAVE BEEN STABILIZED.

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# STANDARD FOR VEGETATIVE COVER

I. SITE PREPARATION

- A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION & SEEDING. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH STANDARD FOR LAND GRADING.
- B. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING THE SOIL STRUCTURE. A UNIFORM APPLICATION TO AN AVERAGE DEPTH OF 6 INCHES, MINIMUM OF 4 INCHES, FIRMED IN PLACE IS REQUIRED. ALTERNATIVE DEPTHS MAY BE CONSIDERED WHERE SPECIAL REGULATORY AND/OR INDUSTRY DESIGN STANDARDS ARE APPROPRIATE SUCH AS ON GOLF COURSES, SPORTS FIELDS, LANDFILL CAPPING ETC. TOPSOIL SHALL BE AMENDED WITH ORGANIC MATTER, AS NEEDED, IN ACCORDANCE WITH THE STANDARD FOR TOPSOILING.
- C. INSTALL NEEDED EROSION CONTROL PRACTICES OR FACILITIES SUCH AS DIVERSIONS, GRADE-STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENT BASINS, AND WATERWAYS.

#### 2. SEEDBED PREPARATION

- A. UNIFORMLY APPLY GROUND LIMESTONE AND FERTILIZER TO TOPSOIL WHICH HAS BEEN SPREAD AND FIRMED, ACCORDING TO SITE SPECIFIC SOIL TEST RECOMMENDATIONS SUCH AS OFFERED BY RUTGERS CO-OPERATIVE EXTENSION. SOIL SAMPLE MAILERS ARE AVAILABLE FROM THE LOCAL RUTGERS COOPERATIVE EXTENSION OFFICES (HTTP://NJAES.RUTGERS.EDU/COUNTY/).
- a. FOR TEMPORARY SEEDING: FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT WITH 50% WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE. LIMING RATE SHALL BE ESTABLISHED PER SOIL TESTING.
- b. FOR PERMANENT SEEDING: FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-10-10 OR EQUIVALENT WITH 50% WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE AND INCORPORATED INTO THE SURFACE 4 INCHES. IF FERTILIZER IS NOT INCORPORATED, APPLY ONE-HALF THE RATE DESCRIBED ABOVE DURING SEEDBED PREPARATION AND REPEAT ANOTHER ONE-HALF RATE APPLICATION OF THE SAME FERTILIZER WITHIN 3 TO 5 WEEKS AFTER SEEDING.
- B. WORK LIME AND FERTILIZER INTO THE TOPSOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRING-TOOTH HARROW. OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISKING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A REASONABLE UNIFORM SEEDBED IS PREPARED.
- C. HIGH ACID PRODUCING SOIL. SOILS HAVING A PH OF 4 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM OF 12 INCHES OF SOIL HAVING A PH OF 5 OR MORE BEFORE INITIATING SEEDBED REPARATION. SEE STANDARD FOR MANAGEMENT OF HIGH ACID-PRODUCING SOILS FOR SPECIFIC REQUIREMENTS.
- D. IMMEDIATELY PRIOR TO SEEDING AND TOPSOIL APPLICATION, THE SURFACE SHOULD BE SCARIFIED 6" TO 12" WHERE THERE HAS BEEN SOIL COMPACTION. THIS PRACTICE IS PERMISSIBLE ONLY WHERE THERE IS NO DANGER TO UNDERGROUND UTILITIES (CABLES, IRRIGATION SYSTEMS, ETC.).
- E. REMOVE FROM THE SURFACE ALL STONES 2 INCHES OR LARGER IN ANY DIMENSION AND OTHER DEBRIS SUCH AS WIRE, TREE ROOTS, PIECES OF CONCRETE, CLODS, LUMPS OR OTHER UNSUITABLE MATERIAL.

#### 3. <u>SEEDING</u>

- A. TEMPORARY SEEDING SPECIFICATIONS TEMPORARY VEGETATIVE COVER SHALL CONSIST OF PERENNIAL RYEGRASS APPLIED UNIFORMLY AT A RATE OF 1.0 POUNDS PER 1,000 SQ.FT. (100 LBS/ACRE), OR A MIXTURE FROM TABLE 7-2 OF THE STANDARDS APPROVED BY THE SOIL CONSERVATION DISTRICT.
- B. PERMANENT SEEDING SPECIFICATIONS SELECT AN APPROVED MIXTURE FROM THOSE LISTED BELOW. AN APPROVED MIXTURE FROM TABLE 4-3 OF THE STANDARDS, OR USE A MIXTURE RECOMMENDED BY RUTGERS COOPERATIVE EXTENSION OR NATURAL RESOURCES CONSERVATION SERVICE WHICH IS APPROVED BY THE SOIL CONSERVATION DISTRICT. SEED GERMINATION SHALL HAVE BEEN TESTED WITHIN 12 MONTHS OF THE PLANTING DATE. NO SEED SHALL BE ACCEPTED WITH A GERMINATION TEST DATE MORE THAN 12 MONTHS OLD UNLESS RETESTED. SEED SHALL BE APPLIED AS NOTED BELOW WITHIN THE DATES SPECIFIED IN THE STANDARDS:

I. LAWN AREAS:

MIX #13 (WELL TO MODERATELY DRAINED SOIL): HARD FESCUE AND/OR CHEWING FESCUE AND/OR STRONG CREEPING RED FESCUE 175 LBS/ACRE PERENNIAL RYEGRASS 45 LBS/ACRE KENTUCKY BLUE GRASS (BLEND) 45 LBS/ACRE

MIX #14 (EXCESSIVELY TO MODERATE	LY DRAINED SOIL):
TALL FESCUE	265 LBS/ACRE
KENTUCKY BLUE GRASS (BLEND)	20 LBS/ACRE
PERENNIAL RYE GRASS (BLEND)	20 LBS/ACRE

#### MIX #15 (WELL TO MODERATELY DRAINED SOIL):

HARD FESCUE	130 LBS/ACRE
CHEWING FESCUE	45 LBS/ACRE
STRONG CREEPING RED FESCUE	45 LBS/ACRE
PERENNIAL RYEGRASS	10 LBS/ACRE

MIX #16 (POORLY DRAINED SOIL) 90 LBS/ACRE ROUGH BLUEGRASS STRONG CREEPING RED FESCUE 130 LBS/ACRE

OPTIMUM SEEDING DATES:

8/1 - 10/1 (ZONE 5b, 6a); 8/15 - 10/15 (ZONE 6b); 8/15 - 10/30 (ZONE 7a, 7b)

ACCEPTABLE SEEDING DATES: 3/15 - 5/31 (ZONE 5b, 6a); 3/1 - 4/30 ZONE 6b); 2/1 - 4/30 (ZONE 7a, 7b)

SUMMER SEEDING DATES \* :

6/1 - 7/31 (ZONE 5b, 6a); 5/1 - 8/14 (ZONE 6b, 7a, 7b)

\* NOTE: SUMMER SEEDING SHOULD ONLY BE CONDUCTED WHEN THE SITE IS IRRIGATED. MIXES INCLUDING WHITE CLOVER REQUIRE THAT AT LEAST SIX WEEKS OF GROWING SEASON REMAIN AFTER SEEDING TO ENDURE ESTABLISHMENT BEFORE FREEZING CONDITIONS.

- C. CONVENTIONAL SEEDING IS PERFORMED BY APPLYING SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL OR CULTIPACKER SEEDER. EXCEPT FOR DRILLED, HYDROSEEDED OR CULTIPACKED SEEDINGS. SEED SHALL BE INCORPORATED INTO THE SOIL WITHIN 24 HOURS OF SEEDBED PREPARATION TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE-TEXTURED SOIL.
- D. AFTER SEEDING, FIRMING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDLING EMERGENCE. THIS IS THE PREFERRED METHOD. WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMIZED AND WATER CONSERVATION ON SITE WILL BE MAXIMIZED.
- E. HYDROSEEDING IS A BROADCAST SEEDING METHOD USUALLY INVOLVING A TRUCK, OR TRAILER-MOUNTED TANK, WITH AN AGITATION SYSTEM AND HYDRAULIC PUMP FOR MIXING SEED, WATER AND FERTILIZER AND SPRAYING THE MIX ONTO THE PREPARED SEEDBED. MULCH SHALL NOT BE INCLUDED IN THE TANK WITH SEED. SHORT-FIBERED MULCH MAY BE APPLIED WITH A HYDROSEEDER FOLLOWING SEEDING. (ALSO SEE SECTION 4 - MULCHING BELOW). HYDROSEEDING IS NOT A PREFERRED SEEDING METHOD BECAUSE SEED AND FERTILIZER ARE APPLIED TO THE SURFACE AND NOT INCORPORATED INTO THE SOIL. WHEN POOR SEED TO SOIL CONTACT OCCURS, THERE IS A REDUCED SEED GERMINATION AND GROWTH.

### 5. TOPDRESSING:

NO FOLLOW-UP TOPDRESSING IS MANDATORY UNLESS WHERE GROSS NITROGEN DIFICIENCY EXISTS IN THE SOIL TO THE EXTENT THAT TURF FAILURE MAY DEVELOP. IN THAT INSTANCE, TOPDRESS WITH 10-10-10 OR EQUIVALENT AT 300 LB PER ACRE OR 7 LB PER 1,000 SF EVERY 3 TO 5 WEEKS UNTIL THE GROSS NITROGEN DEFICIENCY IN THE TURF IS AMELIORATED.

#### 6. ESTABLISHING PERMANENT VEGETATIVE STABILIZATION:

THE QUALITY OF PERMANENT VEGETATION RESTS WITH THE CONTRACTOR. THE TIMING OF SEEDING, PREPARING THE SEEDBED, APPLYING NUTRIENTS, MULCH AND OTHER MANAGEMENT ARE ESSENTIAL. THE SEED APPLICATION RATES IN TABLE 4-2 ARE REQUIRED WHEN A REPORT OF COMPLIANCE IS REQUESTED PRIOR TO ACTUAL ESTABLISHMENT OF PERMANENT VEGETATION. UP TO 50% REDUCTION IN APPLICATION RATES MAY BE USED WHEN PERMANENT VEGETATION IS ESTABLISHED PRIOR TO REQUESTING A REPORT OF COMPLIANCE FROM THE DISTRICT. THESE RATES APPLY TO ALL METHODS OF SEEDING. ESTABLISHING PERMANENT VEGETATION MEANS 80% VEGETATIVE COVER (OF THE SEEDED SPECIES) AND MOWED ONCE. NOTE THIS DESIGNATION OF MOWED ONCE DOES NOT GUARANTEE THE PERMANENCY OF THE TURF SHOULD OTHER MAINTENANCE FACTORS BE NEGLECTED OR OTHERWISE MISMANAGED.

