



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

*Joseph J. Policay, Jr., CPWM, Acting Director*

**BOARD OF  
COUNTY COMMISSIONERS**

**KIMBERLY PALMIERI-MOUDED**  
*Chairwoman*

**LOURDES LEON**  
*Vice-Chairwoman*

**JAMES E. BAKER, JR.**

**JOSEPH C. BODEK**

**MICHÈLE S. DELISFORT**

**SERGIO GRANADOS**

**BETTE JANE KOWALSKI**

**ALEXANDER MIRABELLA**

**REBECCA WILLIAMS**

**EDWARD T. OATMAN**  
*County Manager*

**AMY CRISP WAGNER**  
*Deputy County Manager*

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

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

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

**DATE:** April 19, 2024

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



**TO:** All Potential Bidders

**RE:** CLARIFICATION 1  
Ashbrook Restoration Project,  
Township of Scotch Plains,  
County of Union, New Jersey  
BA# 21-2024; Union County Engineering  
Project# 2023-026  
NJDEP Emergency Authorization File #2016-23-0007.2

Ownership of the high pressure gas line is noted as PSEG on the Plans and by Enbridge in the Specification. To confirm, the high pressure gas main is owned and operated by Enbridge and all coordination related to any work in its proximity must be coordinated and approved with Enbridge Gas.

**DIVISION OF ENGINEERING**

2325 South Avenue

Scotch Plains, NJ 07076

(908)789-3675

fax(908)789-3674

www.ucnj.org

*We're Connected to You!*



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

*Joseph J. Policay, Jr., CPWM, Acting Director*

## BOARD OF COUNTY COMMISSIONERS

**KIMBERLY PALMIERI-MOUDED**  
*Chairwoman*

**LOURDES LEON**  
*Vice-Chairwoman*

**JAMES E. BAKER, JR.**

**JOSEPH C. BODEK**

**MICHÈLE S. DELISFORT**

**SERGIO GRANADOS**

**BETTE JANE KOWALSKI**

**ALEXANDER MIRABELLA**

**REBECCA WILLIAMS**

**EDWARD T. OATMAN**  
*County Manager*

**AMY CRISP WAGNER**  
*Deputy County Manager*


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

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

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

## MEMORANDUM

**TO:** All Potential Bidders

**FROM:** Ricardo S. Matias, PE, CME, CFM,   
County Engineer  
Director / Division of Engineering

**DATE:** April 12, 2024

**RE:** **ADDENDUM NUMBER 1**  
Ash Brook Restoration Project  
County of Union, Scotch Plains, New Jersey  
BA#21-2024;  
Union County Engineering Project #2023-026;  
NJDEP Emergency Authorization  
File #2016-23-0007.2

Attached is Addendum Number 1 dated April 10, 2024 for the above referenced project.

Please be sure to complete and submit the standard "Acknowledgement of Addendum" form included in the original bid specifications and submit it with the bid.

## DIVISION OF ENGINEERING

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME



BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME  
KEITH CHIARAVALLA, PE, CME

## **Addendum No. 1 – Notice to Bidders**

### **Ashbrook Restoration Project County of Union, Scotch Plains, New Jersey NJDEP Emergency Authorization File #2016-23-0007.2**

The County of Union (“County”) has issued this **Addendum No. 1** for the Ashbrook Restoration Project. All bidders must submit the Acknowledgement of Receipt of Addenda form. Failure to submit the Acknowledgement of Receipt of Addenda form is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).

Addendum No. 1 does not change the original sealed bid submission date (Tuesday, April 23, 2024 at 10:30 A.M.), at which time the sealed bids will be opened by the County. This addendum includes the following sections:

- Changes to the Contract Documents
- Changes to the Contract Drawings
- Questions Submitted by Potential Bidders
- Updated Prevailing Wage Rate Determinations

#### **Changes to the Contract Documents:**

The following revisions to the Ashbrook Restoration Project Contract Documents were made:

- The quantity for Alternate “A” Bid Items A2 through A5 were revised to one (1) lump sum.

#### **Changes to the Contract Drawings:**

The following revisions to the Ashbrook Restoration Project Contract Drawings were made:

- Sheet C09, Stream Sections, was added to the drawing set. The entire set of revised contract drawings have been provided herewith.

#### **Questions Submitted by Prospective Bidders**

##### **Question #1:**

“In reference to the Ash Brook Restoration Project, can someone confirm that the only work being performed is between Station 0 to Station 9.48 and no work will be excavated outside those stations?”



Addendum No. 1 – Notice to Bidders  
Ashbrook Restoration Project

April 10, 2024  
Page 2

**Response to Question #1:**

Correct.

**Updated Prevailing Wage Rate Determinations:**

A copy of the New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination for Union County, dated March 21, 2024, has replaced the previous wage determination documents.

On behalf of Union County,

Behram Turan, P.E., LSRP - Principal  
NJ License No. 24GE03921000  
Senior Vice President – CME Associates

Enclosures:

- Select Revised Pages from Ashbrook Restoration Project Contract Documents
- Revised Ashbrook Restoration Project Contract Drawings
- Updated Prevailing Wage Rate Determinations



**Select Revised Pages from Ashbrook Restoration Project Contract Documents**

**BID FORM**

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

**ASHBROOK RESTORATION PROJECT**

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

**BASE BID ITEMS:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBOLIZATION, AND PROJECT MANAGEMENT	LS	1		
2	FURNISHING ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY FOR THE INSTALLATION OF SESC MEASURES FROM STA 0+00 TO 5+04 AND MAINTAINENCE OF ALL SOIL EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF RESTORATION ACTIVITIES.	LS	1		
3	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO INSTALL AND MAINTAIN TIMBER MATTING FROM STA 0+00 TO 5+04 THROUGHOUT THE DURATION OF THE RESTORATION ACTIVITIES. BID PRICE SHOULD INCLUDE THE REMOVAL OF THE TIMBER MATTING.	LS	1		
4	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE STREAM CLEANING FROM STA. 0+00 TO 5+04, INCLUDING BUT NOT LIMITED TO, MANAGEMENT OF STORMWATER FLOW THROUGHOUT THE DURATION OF THE CONTRACT, EXCAVATION, REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL, GRADING, AND JUTE MATTING INSTALLATION, AS REQUIRED, AS PER THE CONTRACT DRAWINGS.	LS	1		
5	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE RESTORATION OF THE UPLAND DISTURBANCE AREA, INCLUDING BUT NOT LIMITED TO SEEDING, AS PER THE CONTRACT DRAWINGS.	LS	1		
6	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO	LS	1		

	PERFORM THE RESTORATION OF THE WETLANDS AREA, EXCLUDING AREA FROM STA. 5+04 TO 9+48, INCLUDING BUT NOT LIMITED TO SEEDING, AS PER THE CONTRACT DRAWINGS.				
7	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY FOR THE EXCAVATION AND DISPOSAL OF PREVIOUSLY PLACED CRUSHED STONE AND RIP RAP TO THE COUNTY DPW FACILITY LOCATED AT 301 SHUNPIKE ROAD, SPRINGFIELD, NJ.	CU.YD.	1,200		

**TOTAL BASE BID AMOUNT:**

Written \_\_\_\_\_

Figures \_\_\_\_\_

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

ONE HUNDRED THOUSDAND DOLLARS

\$100,000

Written

Figures

**ALTNERATE "A" BID ITEMS – ADDITIONAL RESTORATION AND MATTING RENTAL:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
A1	MATTING RENTAL ALLOWANCE FOR EXISTING TIMBER MATTING ONSITE.	ALLOW	ALLOW	\$100,000	\$100,000
A2	FURNISHING ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY FOR THE INSTALLATION OF SESC MEASURES FROM STA 5+04 TO 9+48.	LS	1		
A3	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO INSTALL AND MAINTAIN TIMBER MATTING FROM STA 5+04 TO 9+48 THROUGHOUT THE DURATION OF THE RESTORATION ACTIVITIES. BID PRICE SHOULD INCLUDE THE REMOVAL OF THE TIMBER MATTING.	LS	1		
A4	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE STREAM CLEANING FROM STA. 5+04 TO 9+48, INCLUDING BUT NOT LIMITED TO, MANAGEMENT OF STORMWATER FLOW THROUGHOUT THE DURATION OF THE CONTRACT, EXCAVATION, REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL, GRADING, AND JUTE	LS	1		

Bidders name: \_\_\_\_\_

	MATTING INSTALLATION, AS REQUIRED, AS PER THE CONTRACT DRAWINGS.				
A5	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE RESTORATION OF THE WETLANDS AREA, FROM STA. 5+04 TO 9+48, INCLUDING BUT NOT LIMITED TO SEEDING, AS PER THE CONTRACT DRAWINGS.	LS	1		

**TOTAL ALTERNATE BID AMOUNT:**

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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





**Revised Ashbrook Restoration Project Contract Drawings**

# UNION COUNTY BOARD OF COUNTY COMMISSIONERS

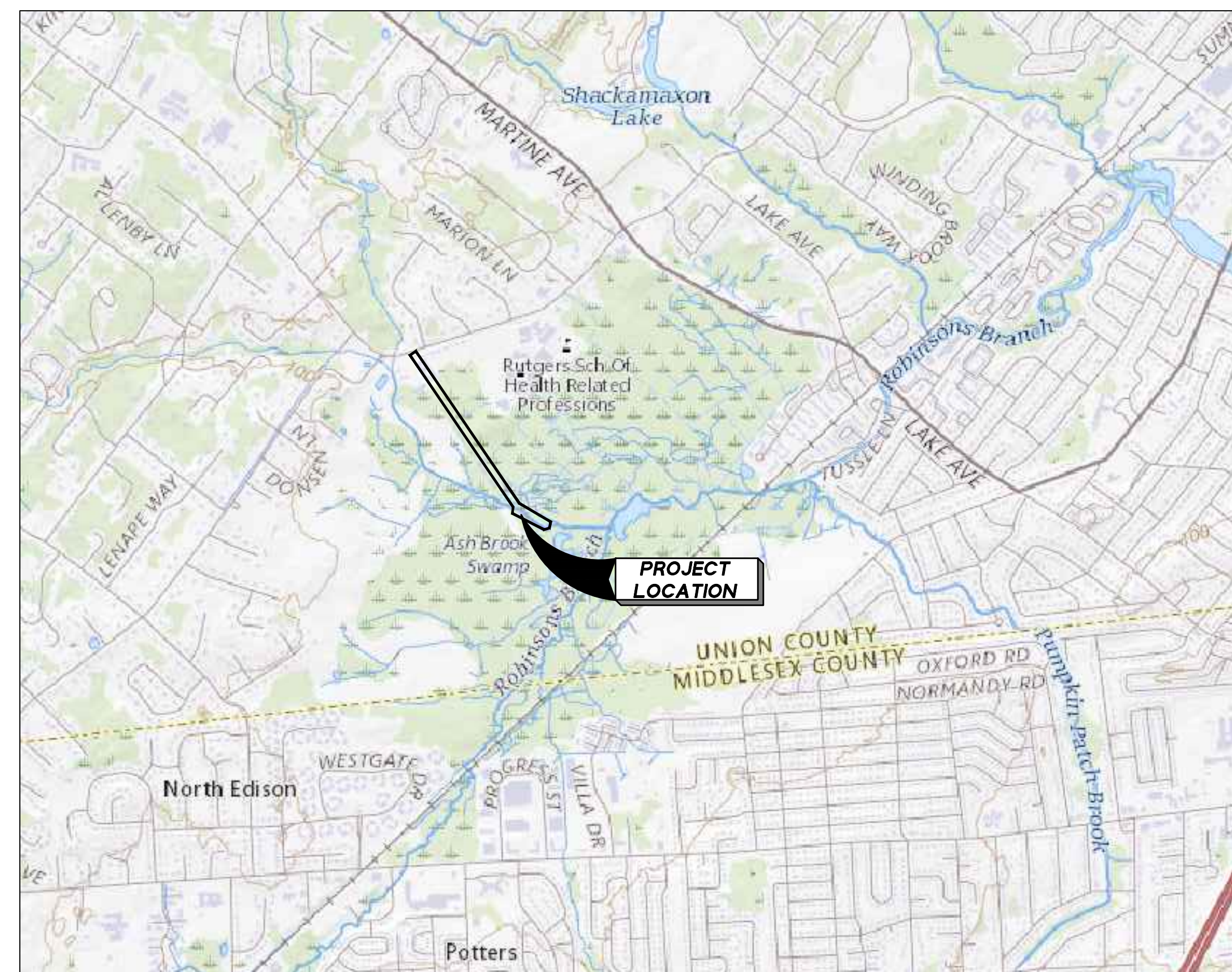
## = CONTRACT DRAWINGS = PLANS FOR RESTORATION PROJECT

CASE NO.: 23-10-26-1404-57 EMERGENCY AUTHORIZATION - FILE #2016-23-0007.2  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

APRIL 2024

### UNION COUNTY COMMISSIONERS

KIMBERLY PALMIERI-MOUDED	CHAIRWOMAN
LOURDES M. LEON	VICE CHAIRWOMAN
JAMES E. BAKER, JR	CHAIR PRO TEMPORE
JOSEPH BODEK	COMMISSIONER
SERGIO GRANADOS	COMMISSIONER
BETTE JANE KOWALSKI	COMMISSIONER
ALEXANDER MIRABELLA	COMMISSIONER
REBECCA WILLIAMS	COMMISSIONER
MICHÈLE S. DELISFORT	COMMISSIONER



KEY MAP  
N.T.S.

SHEET LIST TABLE	
NO.	SHEET TITLE
C01	COVER AND INDEX SHEET
C02	EXISTING CONDITIONS PLAN -1
C03	EXISTING CONDITIONS PLAN -2
C04	WETLANDS RESTORATION PLAN -1
C05	WETLANDS RESTORATION PLAN -2
C06	RIPARIAN AREA DISTURBANCES PLAN -1
C07	RIPARIAN AREA DISTURBANCES PLAN -2
C08	STREAM CLEANING PLAN
C09	STREAM SECTIONS
C10	SOIL EROSION SEDIMENT CONTROL PLAN -1
C11	SOIL EROSION SEDIMENT CONTROL PLAN -2
C12	EROSION CONTROL DETAILS

### UTILITIES

<b>ELECTRIC</b> MR. BURK LAMBERTSON PUBLIC SERVICE ELECTRIC & GAS 472 WESTON CANAL ROAD SOMERSET, NJ 08873 (732)-764-3160	<b>TELEPHONE/COMMUNICATIONS</b> MR. IAN CHAN VERIZON COMMUNICATIONS 999 W. MAIN STREET FREEHOLD, NJ 07728 (732)-683-5146
<b>WATER</b> MR. KEVIN BAMBURAK SUEZ RAHWAY 1045 WESTFIELD AVENUE RAHWAY, NJ 07065 (201)-538-0369	<b>SANITARY SEWER</b> MR. JAMES MEEHAN RAHWAY VALLEY SEWERAGE AUTHORITY 1050 EAST HAZELWOOD AVENUE RAHWAY, NJ 07065
<b>CABLE</b> MR. ROBERT KNOFFEL COMCAST OF NEW JERSEY 800 RAHWAY AVENUE UNION, NJ 07083 (732)-602-7444	<b>GAS</b> MR. KEVIN ESCOBAR ELIZABETHTOWN GAS 520 GREEN LANE UNION, NJ 07083 (908)-662-8370

**CONTRACTORS LOCATION SERVICE**  
ONE-CALL SYSTEMS  
1-800-272-1000

### GENERAL NOTES

- THESE GENERAL NOTES APPLY TO ALL SHEETS IN THIS SET OF PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR CONSTRUCTION IN ACCORDANCE WITH EXISTING LOCAL, COUNTY, OR STATE REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION IN THESE MATTERS.
- THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL VERIFY ALL DIMENSIONS AND DETAILS BEFORE PROCEEDING WITH WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- INFORMATION AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES, THE RESULT OF SUCH INVESTIGATIONS ARE SHOWN ON THE CONTRACT DRAWINGS AND ARE NOT GUARANTEED AS TO ACCURACY. THE CONTRACTOR IS PARTICULARLY DIRECTED TO THE FACT THAT UNDERGROUND OBJECTS OR MATERIAL LOCATION ELEVATION, OR TYPE IS NOT WARRANTED TO BE APPROXIMATELY CORRECT (NOR CAN THEY BE ASSUMED TO BE THE ONLY SUBSURFACE OBJECTS OR MATERIAL WHICH MAY BE ENCOUNTERED IN THE WORK.) THE CONTRACTOR SHALL MAKE ALL NECESSARY INVESTIGATIONS TO SATISFY HIMSELF AS TO THE EXISTING CONDITIONS PRIOR TO BIDDING WORK.
- THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE LOCATION OF THE UTILITIES WITH THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- THE COORDINATION OF THE LOCATION OR RELOCATION WHERE REQUIRED OF TELEPHONE, ELECTRIC, GAS, AND WATER FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR AND SAME SHALL BE COORDINATED TO INSURE COMPLETION WITHIN THE TIME PERMITTED.
- THE CONTRACTOR WILL NOT BE PERMITTED TO STOCKPILE EXCAVATED MATERIALS OVER EXISTING UTILITY LINES. THE STOCKPILED MATERIALS SHOULD BE PLACED SUFFICIENTLY AWAY FROM THE EDGE OF ANY EXCAVATION TO PREVENT CAVING OF THE TRENCH WALL AND TO PERMIT ADEQUATE ACCESS ALONG THE TRENCH. WITH SHEETED TRENCHES, A MINIMUM OF FIVE (5) FEET FROM THE EDGE OF THE SHEETING TO TOE OF SPILL BANK MUST BE MAINTAINED.
- THE CONTRACTOR SHALL TAKE EVERY PRECAUTION NECESSARY TO PRECLUDE DAMAGE TO EXISTING STRUCTURES, FACILITIES, AND UTILITIES DUE TO LOSS OF LATERAL SUPPORT AND/OR CONSTRUCTION LOADINGS. SPECIFIC DETAILS NECESSARY TO ACCOMPLISH SAME SHALL BE SUBMITTED BY THE CONTRACTOR FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION OF THE PROPOSED SUBSURFACE IMPROVEMENTS.
- ALL WORK BY THE CONTRACTOR SHALL BE DONE IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY STATUTE KNOWN AS CHAPTER 249 OF THE LAWS OF 1948 BEING SECTIONS 34-6-471 TO 473, INCLUSIVE OF THE REVISED STATUTES OF NEW JERSEY, 1937, AND IN ACCORDANCE WITH THE RULES AND REGULATIONS CONCERNING PRECAUTIONS TO BE TAKEN IN THE PROXIMITY OF HIGH-VOLTAGE LINES FOR THE PREVENTION OF ACCIDENTS PROMULGATED BY THE COMMISSIONER OF THE DEPARTMENT OF LABOR AND INDUSTRY OF THE STATE OF NEW JERSEY, EFFECTIVE DECEMBER 28, 1948, ALL AS AMENDED AND SUPPLEMENTED, AND IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND OF SUBPART N, PARAGRAPH 1926.550 OF THE RULES AND REGULATIONS ISSUED UNDER SAID ACT.
- THE CONTRACTOR IS HEREBY ADVISED THAT ALL WORK TO BE PERFORMED SHALL BE GOVERNED BY THE LOCAL MUNICIPAL ORDINANCES. THIS SHALL INCLUDE THE PROVISIONS IN THEIR CODES WHICH SET FORTH PERMITTED HOURS OF CONSTRUCTION WITHIN THE MUNICIPALITY.
- THE UNION COUNTY SOIL CONSERVATION DISTRICT GOVERNS SOIL EROSION AND SEDIMENT CONTROL MEASURES WITHIN THE PROJECT AREA. ACCORDINGLY, ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSTALLED AS PER THE REQUIREMENTS OF THE UNION COUNTY SOIL CONSERVATION DISTRICT AND THE CONTRACT DOCUMENTS.
- AT CERTAIN TIMES THE SITE MAY BE OCCUPIED BY SEVERAL CONTRACTORS AND IT IS THEREFORE REQUIRED FOR ANY AND ALL CONTRACTORS OCCUPYING THE SITE TO COOPERATE WITH ONE ANOTHER. NO DELAYS RESULTING FROM MULTIPLE CONTRACTORS WORKING ON THE SITE WILL BE CONSIDERED.
- THE CONTRACTOR SHALL CONTINUOUSLY DEWATER ALL EXCAVATIONS UNTIL BACKFILLING OPERATIONS HAVE BEEN COMPLETED. PRIOR TO DISCHARGE TO STREAMS, SILT SHALL BE SETTLED OUT IN AN APPROVED SETTLING BASIN.
- THE CONTRACTOR SHALL MAINTAIN THE FLOW OF ALL STREAMS, DRAINAGE DITCHES, STORM SEWERS AND SANITARY SEWERS AT ALL TIMES BY A MEANS ACCEPTABLE TO THE ENGINEER AND ALL THE RESPONSIBLE AGENCIES.
- THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICE FLOWS AND PRESSURES UNLESS WRITTEN APPROVAL BY THE RESPONSIBLE UTILITY PERMITS HIM TO DO OTHERWISE. NO SEPARATE PAYMENT WILL BE MADE FOR COORDINATION WITH THE UTILITY OR FOR THE TEMPORARY SUPPORT OF EXISTING FACILITIES. ALL COSTS SHALL BE INCLUDED IN THE LUMP SUM BID FOR THE ITEM "CLEARING SITE".
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE OF NEW JERSEY WORKER HEALTH AND SAFETY ACT (N.J.A.C. 12:110 ET. SEQ.) AS AMENDED AND THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) (29 CFR 1910), AS AMENDED WITH REGARDS TO WORKER AND JOBSITE SAFETY.
- THE CONTRACTOR MUST ADHERE TO ALL NJDEP PERMIT CONDITIONS.
- THE CONTRACTOR SHALL STABILIZE STREAM CROSSINGS IN A MANNER ACCEPTABLE TO THE ENGINEER TO ACCOMMODATE CONSTRUCTION VEHICLES AND EQUIPMENT NECESSARY FOR THE CONSTRUCTION ACTIVITIES.
- LATEST EDITION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (US CUSTOMARY ENGLISH UNITS) AND BERGEN COUNTY SUPPLEMENTARY SPECIFICATIONS SHALL GOVERN.
- THE HEADING OF THE ARTICLES CONTAINED HEREIN CONFORM TO LATEST EDITION OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND ALL ADDENDA THERETO INCLUDING NJDOT BASELINE DOCUMENT CHANGES, WHICH IS TO BE USED IN THE EXECUTION OF THIS CONTRACT.
- LATEST EDITION OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD ROADWAY CONSTRUCTION/TRAFFIC CONTROL/BRIDGE CONSTRUCTION DETAILS" BOOKLET TO GOVERN, EXCEPT FOR THOSE DETAILS CONTAINED HEREIN.

### ADDITIONAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL INSTALL ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES AS DEPICTED ON THE SOIL EROSION AND SEDIMENT CONTROL PLANS.
- CONTRACTOR SHALL REFORM THE STREAM CLEANING AND RESTORATION OF A PORTION OF ASH BROOK AS SHOWN ON THE DRAWINGS. THIS WILL INCLUDE REMOVAL OF ANY IMPORTED STONE, RIP-RAP, DEBRIS, AND EXCESS SOIL. THE STREAM WILL BE REGRADED TO MATCH THE EXISTING UNDISTURBED UPSTREAM AND DOWNSTREAM PORTIONS AND STABILIZED WITH JUTE MATTING. A COMPOST SOCK SEDIMENT BARRIER WILL BE INSTALLED ON THE DOWNSTREAM END TO PREVENT SEDIMENT TRANSPORT DURING CONSTRUCTION.
- AS THE TIMBER MATTING IS REMOVED, ANY IMPORTED STONE AND RIPRAP SHALL BE SIFTED FROM THE SOIL, IF POSSIBLE, AND HAULED OFF SITE TO A RECYCLING FACILITY LOCATED AT 301 SPRINGFIELD ROAD, SUMMIT, NJ 07901. IF SIFTING DOES NOT WORK, THE AREAS WILL BE OVER EXCAVATED TO ENSURE THAT ALL MATERIAL IS REMOVED. THE AREAS, INCLUDING ANY RUTS, SOIL PILES OR HOLES, WILL BE REGRADED WITH IMPORTED CLEAN TOPSOIL TO MATCH THE PRE-EXISTING GRADIES.
- ALL WETLAND AREAS WILL BE RE-SEED WITH AN ERNAX-122 FAOW WETLAND MEADOW MIX PROVIDED BY ERNST SEEDS OR AN APPROVED EQUIVALENT. UPLAND AREAS WILL BE RESEED WITH KENTUCKY BLUE GRASS, PERENNIAL RYE GRASS, AND HARD, CHEWING, OR STROCK CREEPING RED FESCUE.
- SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL THE AREA IS SUFFICIENTLY STABILIZED AND VEGETATED AS PER THE SOMERSET-UNION SOIL CONSERVATION DISTRICT (SCD) SIGNOFF. IF AND WHEN DIRECTED BY THE SCD, ADDITIONAL PLANTING AND RE-SEEDING SHALL BE IMPLEMENTED.
- ALL MEASURES TO PREVENT THE IMPORT OR ESTABLISHMENT OF INVASIVE PLANT SPECIES SHALL BE EMPLOYED.
- CONSTRUCTION IS ANTICIPATED TO LAST UP TO 57 DAYS UPON RECEIVING APPROVAL FROM THE DEPARTMENT. THE CONSTRUCTION SEQUENCE CAN BE FOUND ON THE BOTTOM OF SHEET 011 OF THE ATTACHED PLANS.
- THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**COVER AND INDEX SHEET**

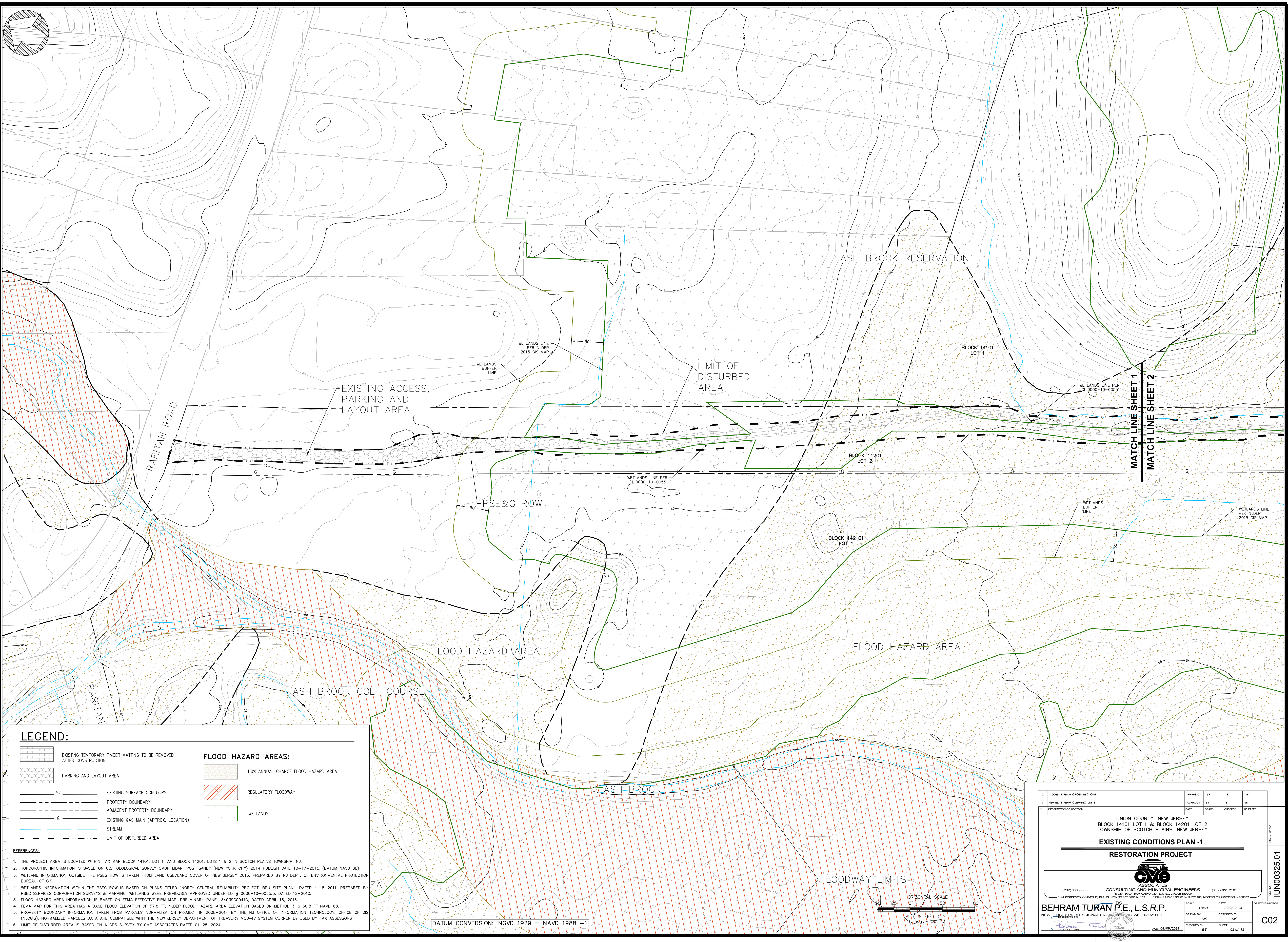
**RESTORATION PROJECT**

**CONVE ASSOCIATES**  
(732) 727 8000 CONSULTING AND MUNICIPAL ENGINEERS (732) 951 2101  
3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859-1162 3759 US HWY 1 SOUTH - SUITE 100, MONMOUTH JUNCTION, NJ 08852

**BEHRAM TURAN P.E., L.S.R.P.**  
NEW JERSEY PROFESSIONAL ENGINEER - LC 24GE03921000

SCALE: 1"=50' DATE: 02/26/2024 DRAWING NUMBER: C01

DRAWN BY: ZMS DESIGNED BY: ZMS  
CHECKED BY: BT SHEET: 01 of 12



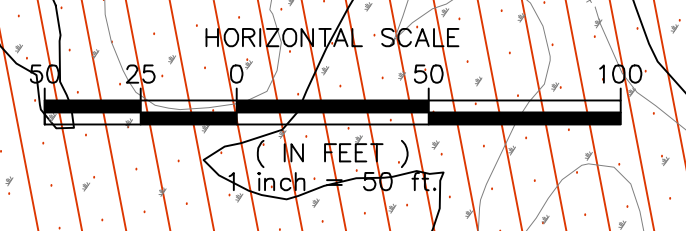
**LEGEND:**

	EXISTING TEMPORARY TIMBER MATTING TO BE REMOVED AFTER CONSTRUCTION		<b>FLOOD HAZARD AREAS:</b>
	PARKING AND LAYOUT AREA		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	EXISTING SURFACE CONTOURS		REGULATORY FLOODWAY
	PROPERTY BOUNDARY		WETLANDS
	ADJACENT PROPERTY BOUNDARY		
	EXISTING GAS MAIN (APPROX. LOCATION)		
	STREAM		
	LIMIT OF DISTURBED AREA		

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. WETLAND INFORMATION OUTSIDE THE PSEG ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
4. WETLANDS INFORMATION WITHIN THE PSEG ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
5. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
6. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
7. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS.
8. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**EXISTING CONDITIONS PLAN -1**

**RESTORATION PROJECT**

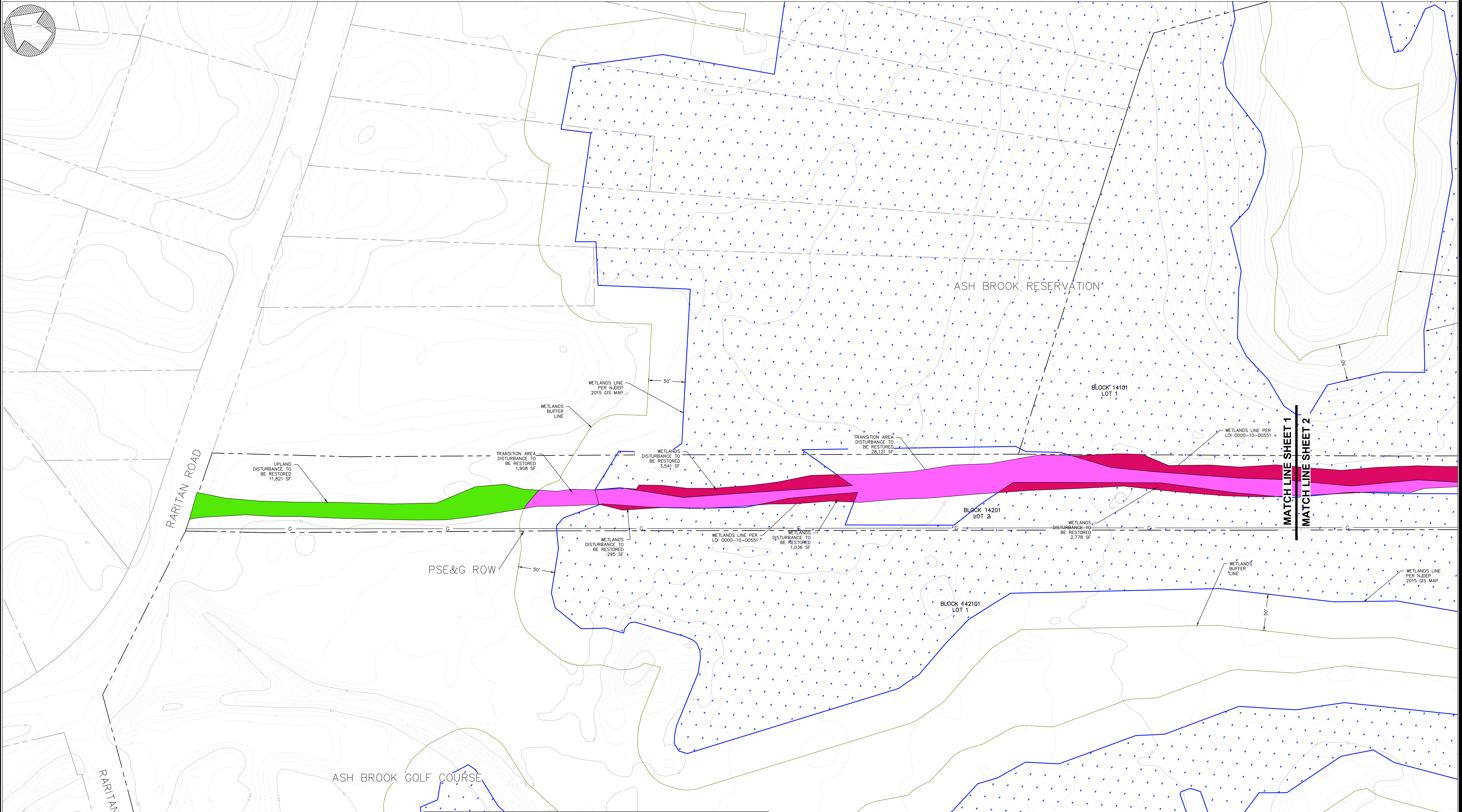
(732) 727 8000 CONSULTING AND MUNICIPAL ENGINEERS (732) 951 2101  
3141 BORENDYVALE AVENUE, PAVILIA, NEW JERSEY 08854-1162 3790 US HWY 1 SOUTH - SUITE 100, HOBOKEN, NJ 07030

**BEHRAM TURAN P.E., L.S.R.P.**  
NEW JERSEY PROFESSIONAL ENGINEER - L.C. 24GE03921000

SCALE: 1"=50'  
DRAWN BY: ZMS DESIGNED BY: ZMS  
CHECKED BY: BT SHEET: 02 OF 12  
DATE: 04/08/2024

REGISTERED NO. IUN00325.01  
DRAWING NUMBER: C02





**LEGEND:**

- WETLANDS
- UPLANDS DISTURBANCE TO BE RESTORED
- TRANSITION AREA DISTURBANCE TO BE RESTORED
- WETLANDS DISTURBANCE TO BE RESTORED
- EXISTING SURFACE CONTOURS
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING GAS MAIN (APPROX. LOCATION)
- STATE OPEN WATERS

Total Disturbance by Type	Area
Wetlands Restoration	110,515 SF 2.537 Acres
Wetlands Transition Area Restoration	30,029 SF 0.689 Acres
Upland Area Restoration	11,821 SF 0.271 Acres
<b>Total Area of Construction</b>	<b>175,630 SF 4.032 Acres</b>

- REFERENCES:**
- THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  - TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMSP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  - WETLANDS INFORMATION OUTSIDE THE PSE&G ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
  - WETLANDS INFORMATION WITHIN THE PSE&G ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
  - PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  - LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

**SEED MIX FOR WETLANDS RESTORATION**

**FACW WETLAND MEADOW MIX**

SEED MIX SHALL BE "FACW WETLAND MEADOW MIX" AS PROVIDED BY ERNST SEED ITEM NUMBER: ERNMX-122 ((800) 873-3321) OR APPROVED EQUAL.

PLAN QUANTITY: (12,417 SY) = 2,566 ACRES

DETECTION BASIN WET MEADOW SEED MIXTURE IS COMPRISED OF THE FOLLOWING WILDFLOWERS AND FESCUE GRASSES:

- 22.0% CAREX LURIDA
- 20.0% ELYMUS VIRGINICUS
- 19.5% CAREX VULPINOIDEA
- 18.2% CAREX SCOPARIA
- 3.0% JUNCUS EFFUSUS
- 3.0% VERBENA HASTATA
- 2.0% ASCLEPIAS INCARNATA
- 2.0% HELIOPSIS HELIANTHOIDES
- 1.5% VERBENA URITICIFOLIA
- 1.5% ZIZIA AUREA
- 1.0% JUNCUS TENUIS
- 1.0% LYCORIS AMERICANUS
- 0.8% SOLIDAGO RUGOSAS
- 0.7% EUPATORIUM PERFOLIATUM
- 0.7% LOBELIA SIPHILITICA
- 0.7% SCORPUS ATRORVENS
- 0.6% ASTER IANCEOLATUS
- 0.5% CAREX ORNITA
- 0.5% MILIUS RINGENS
- 0.4% ASTER PUNICEUS
- 0.3% SCORPUS CYPERINUS

**SEEDING RATE:**  
20 LB PER ACRE, OR 1/2 LB PER 1,000 SQ FT. FOR A COVER CROP: GRAIN RYE (1 SEP TO 30 APR; 30 LBS/ACRE), JAPANESE MILLETT (1 MAY TO 31 AUG; 10 LBS/ACRE).

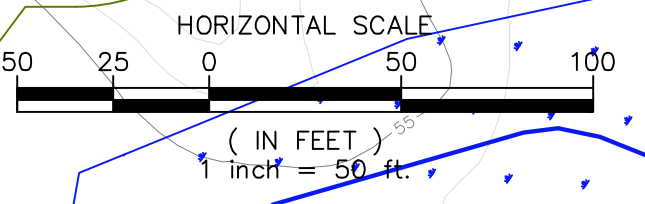
**OPTIMUM SEEDING TIMES:**  
• APRIL - END OF MAY  
• END OF SEP - NOV

NOTE: CONTRACTOR SHALL COORDINATE WITH SEED PROVIDER FOR SEED INSTALLATION AND GUIDELINES.

NOTE: OWNER SHOULD MOW THE SEEDING AREA ONCE A MONTH FOR THE FIRST YEAR ON THE "HIGHEST MOWING SETTING" (WITH ONE EXCEPTION - DO NOT MOW IN THE FIRST SPRING). EVERY SPRING AFTER THE FIRST SPRING, MEADOW AREA SHOULD BE MOWED WITH THE "HIGHEST LAWN MOWER HEIGHT" SETTING.

**SEED MIXTURE FOR UPLANDS AREAS**

KIND OF SEED	MINIMUM % PURITY	MINIMUM % GERMINATION	APPLICATION RATE POUNDS/ACRE
HARD FESCUE AND/OR CHEWING FESCUE AND/OR STRONG CREEPING RED FESCUE	95	90	175
KENTUCKY BLUE GRASS (BLEND)	90	90	45
PERENNIAL RYE GRASS	95	75	45
<b>TOTAL</b>			<b>265</b>



2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**WETLANDS RESTORATION PLAN -1**

**RESTORATION PROJECT**

**CME ASSOCIATES**  
CONSULTING AND MUNICIPAL ENGINEERS  
3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859-1162 732.951.2101

**BEHRAM TURAN P.E., L.S.R.P.**  
NEW JERSEY PROFESSIONAL ENGINEER, LIC. 24GE03921000

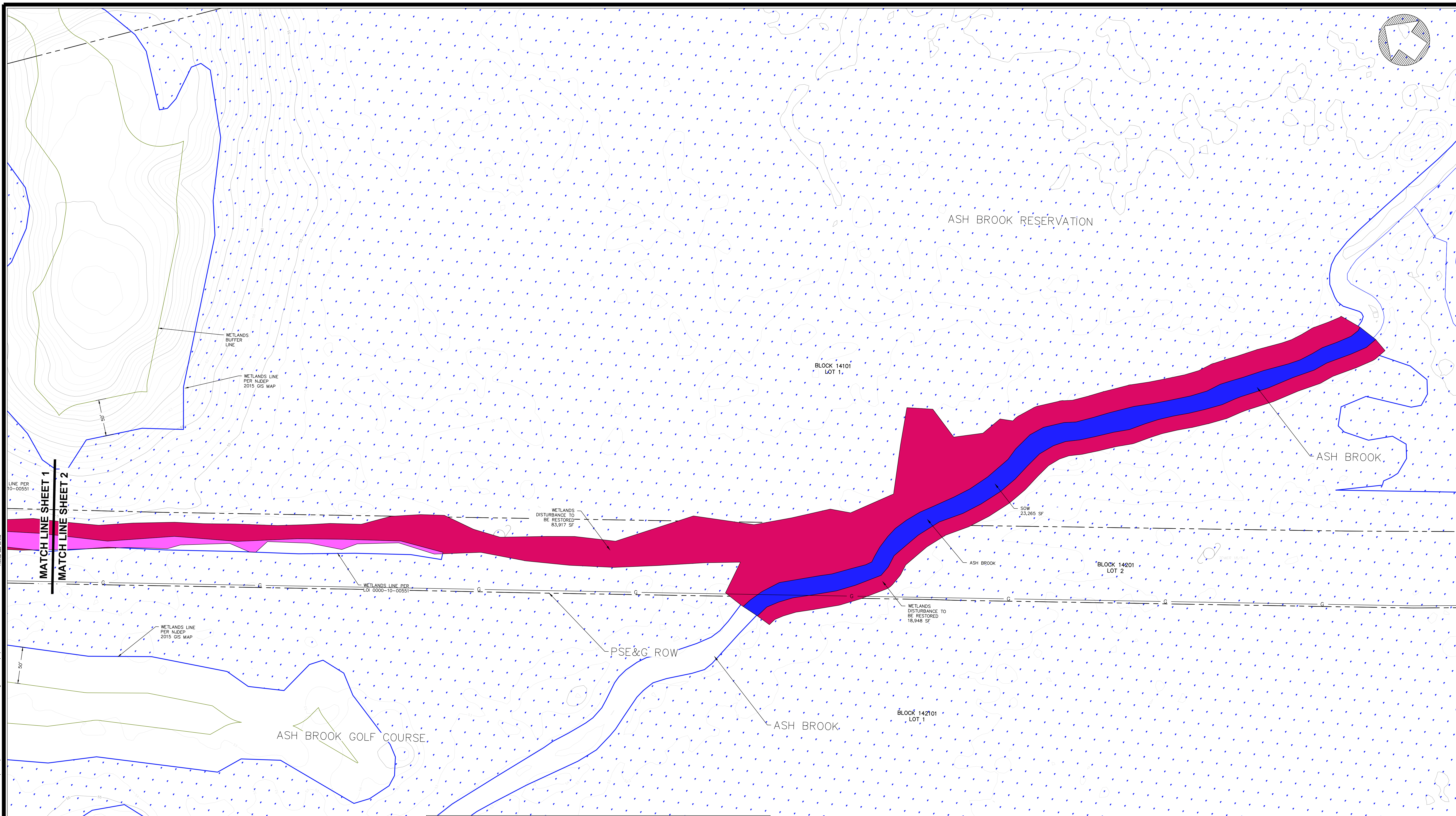
DATE: 04/08/2024

SCALE: 1"=50'  
DRAWN BY: ZMS  
CHECKED BY: BT

DATE: 02/26/2024  
DESIGNED BY: ZMS  
SHEET: 04 of 12

REGISTERED NUMBER: IUN00325.01

PROJECT NUMBER: C04



**LEGEND:**

- WETLANDS
- UPLANDS DISTURBANCE TO BE RESTORED
- WETLANDS DISTURBANCE TO BE RESTORED
- TRANSITION AREA DISTURBANCE TO BE RESTORED
- STATE OPEN WATERS
- EXISTING SURFACE CONTOURS
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING GAS MAIN (APPROX. LOCATION)

Total Disturbance by Type		Area	
Wetlands Restoration	110,515 SF	2.537 Acres	
Wetlands Transition Area Restoration	30,029 SF	0.689 Acres	
Upland Area Restoration	11,821 SF	0.271 Acres	
<b>Total Area of Construction</b>	<b>175,630 SF</b>	<b>4.032 Acres</b>	

**SEED MIX FOR WETLANDS RESTORATION**

**FACW WETLAND MEADOW MIX**

SEED MIX SHALL BE "FACW WETLAND MEADOW MIX" AS PROVIDED BY ERNST SEED ITEM NUMBER: ERNMX-122 ((800) 873-3321) OR APPROVED EQUAL.

PLAN QUANTITY: (12,417 SY) = 2.566 ACRES

DETECTION BASIN WET MEADOW SEED MIXTURE IS COMPRISED OF THE FOLLOWING WILDFLOWERS AND FESCUE GRASSES:

- 22.0% CAREX LURIDA
- 20.0% ELYMUS VIRGINICUS
- 19.5% CAREX VULPINOIDEA
- 18.2% CAREX SCOPARIA
- 3.0% JUNCUS EFFUSUS
- 3.0% VERBENA HASTATA
- 2.0% ASCLEPIAS INCARNATA
- 2.0% HELIOPSIS HELIANTHOIDES
- 1.5% VERBENA URITICIFOLIA
- 1.5% ZIZIA AUREA
- 1.0% JUNCUS TENUIS
- 1.0% LYCORIS AMERICANUS
- 0.8% SOLIDAGO RUCCOSA
- 0.7% EUPATORIUM PERFOLIATUM
- 0.7% LOBELIA SIPHILITICA
- 0.7% SCIRPUS ATROVIRENS
- 0.6% ASTER IANCEOLATUS
- 0.5% CAREX ORNITA
- 0.5% MILIUS RINGENS
- 0.4% ASTER PUNICUS
- 0.3% SCIRPUS CYPERINUS

SEEDING RATE:  
20 LB PER ACRE, OR 1/2 LB PER 1,000 SQ FT. FOR A COVER CROP: GRAIN RYE (1 SEP TO 30 APR; 30 LBS/ACRE), JAPANESE MILLET (1 MAY TO 31 AUG; 10 LBS/ACRE).

OPTIMUM SEEDING TIMES:  
• APRIL - END OF MAY  
• END OF SEP - NOV

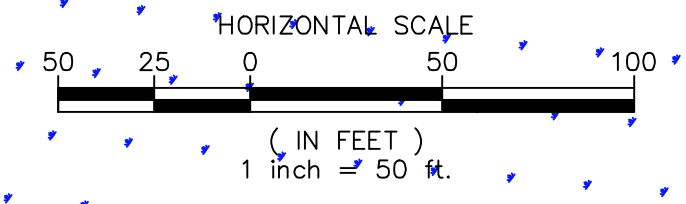
NOTE: CONTRACTOR SHALL COORDINATE WITH SEED PROVIDER FOR SEED INSTALLATION AND GUIDELINES.

NOTE: OWNER SHOULD MOW THE SEEDING AREA ONCE A MONTH FOR THE FIRST YEAR ON THE "HIGHEST MOWING SETTING (WITH ONE EXCEPTION - DO NOT MOW IN THE FIRST SPRING). EVERY SPRING AFTER THE FIRST SPRING, MEADOW AREA SHOULD BE MOWED WITH THE "HIGHEST LAWN MOWER HEIGHT" SETTING.

**SEED MIXTURE FOR UPLANDS AREAS**

KIND OF SEED	MINIMUM % PURITY	MINIMUM % GERMINATION	APPLICATION RATE POUNDS/ACRE
HARD FESCUE AND/OR CHEWING FESCUE AND/OR STRONG CREEPING RED FESCUE	95	90	175
KENTUCKY BLUE GRASS (BLEND)	90	90	45
PERENNIAL RYE GRASS	95	75	45
<b>TOTAL</b>			<b>265</b>

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



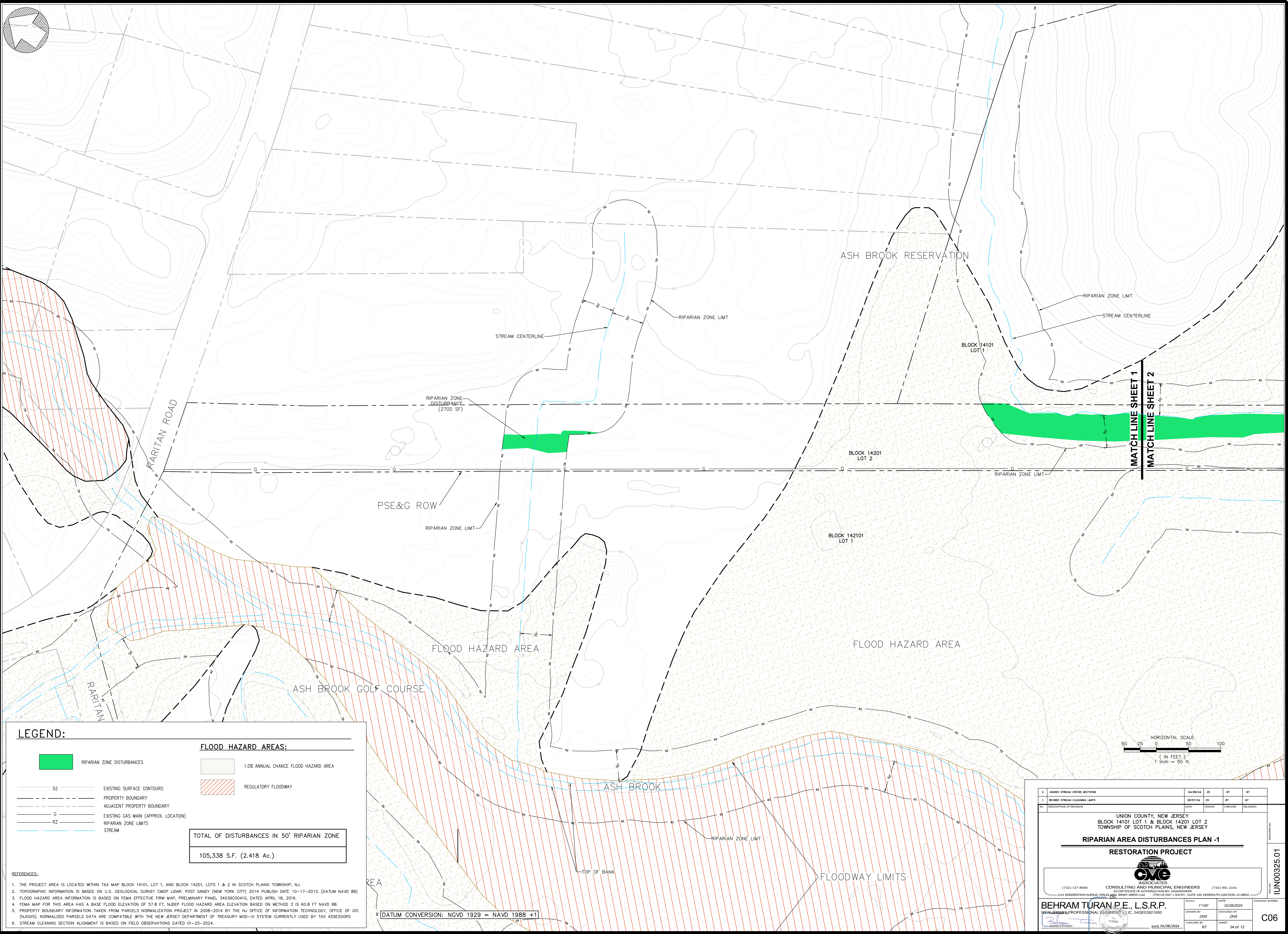
I:\proj\2024\UN0032501\un0032501.dwg - Wetlands Restoration Plan - Wetlands.dwg Project: 4/19/2024

- REFERENCES:**
1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMSP LIDAR, POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  3. WETLAND INFORMATION OUTSIDE THE PSE&G ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
  4. WETLANDS INFORMATION WITHIN THE PSE&G ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
  5. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  6. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.








<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">2</td> <td>ADDED STREAM CROSS SECTIONS</td> <td>04/08/24</td> <td>ZS</td> <td>BT</td> <td>BT</td> </tr> <tr> <td>1</td> <td>REVISED STREAM CLEANING LIMITS</td> <td>03/07/24</td> <td>ZS</td> <td>BT</td> <td>BT</td> </tr> </table>	2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT	1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td style="width: 50%;">DRAWN</td> <td style="width: 50%;">CHECKED</td> <td style="width: 50%;">RELEASED</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	DATE	DRAWN	CHECKED	RELEASED				
2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT																
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT																
DATE	DRAWN	CHECKED	RELEASED																		
UNION COUNTY, NEW JERSEY BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY <b>WETLANDS RESTORATION PLAN -2</b> <b>RESTORATION PROJECT</b>																					
CONSULTING AND MUNICIPAL ENGINEERS 3141 BORDENTOWN AVENUE, PARSIPpany, NJ 07654-1162 (732) 951-2101 3790 US HWY 1 SOUTH, SUITE 100, HOBOKEN, NJ 07030 (201) 961-1100																					
<b>BEHRAM TURAN P.E., L.S.R.P.</b> NEW JERSEY PROFESSIONAL ENGINEER LICENSE #GE03921000																					
SCALE: 1"=50' DATE: 02/26/2024 DRAWN BY: ZMS DESIGNED BY: ZMS CHECKED BY: BT SHEET: 05 OF 12																					
DATE: 04/08/2024																					



PROJECT NUMBER: UN00325.01

C05



**LEGEND:**

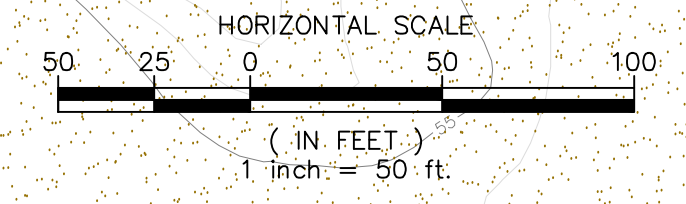
-  RIPARIAN ZONE DISTURBANCES
-  52 EXISTING SURFACE CONTOURS
-  PROPERTY BOUNDARY
-  ADJACENT PROPERTY BOUNDARY
-  G EXISTING GAS MAIN (APPROX. LOCATION)
-  RZ RIPARIAN ZONE LIMITS
-  STREAM

- FLOOD HAZARD AREAS:**
-  1.0% ANNUAL CHANCE FLOOD HAZARD AREA
  -  REGULATORY FLOODWAY

**TOTAL OF DISTURBANCES IN 50' RIPARIAN ZONE**  
105,338 S.F. (2.418 Ac.)

- REFERENCES:**
1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  3. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
  4. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
  5. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  6. STREAM CLEANING SECTION ALIGNMENT IS BASED ON FIELD OBSERVATIONS DATED 01-25-2024.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1




2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**RIPARIAN AREA DISTURBANCES PLAN -1**

**RESTORATION PROJECT**



BEHRAM TURAN P.E. L.S.R.P.  
CONSULTING AND MUNICIPAL ENGINEERS  
3141 BORDENTOWN AVENUE, PEARL BROOK, NEW JERSEY 08854-1162 3793 US HWY 1 SOUTH - SUITE 100, HOBOKEN, NJ 07030

SCALE: 1"=50'  
DRAWN BY: ZMS  
CHECKED BY: BT

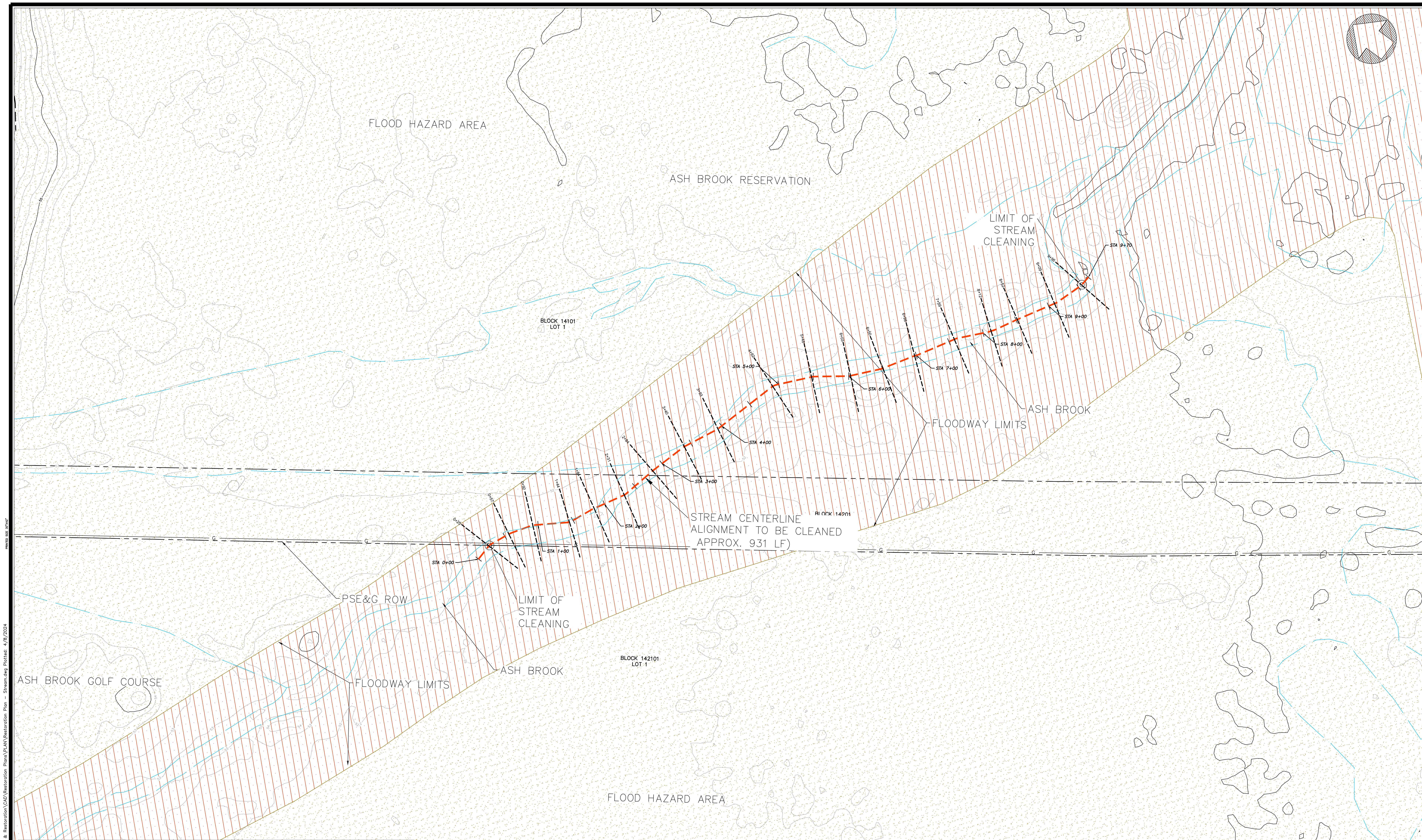
DATE: 02/26/2024  
DESIGNED BY: ZMS  
SHEET: 04 of 12

REGISTERED NO. IUN00325.01

C06







**LEGEND:**

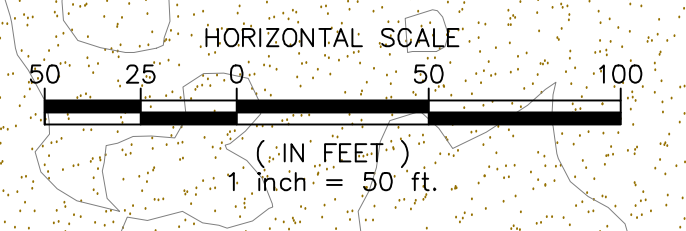
	EXISTING SURFACE CONTOURS		<b>FLOOD HAZARD AREAS:</b>
	PROPERTY BOUNDARY		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	ADJACENT PROPERTY BOUNDARY		REGULATORY FLOODWAY
	STREAM		
	EXISTING STREAM ALIGNMENT TO BE CLEANED		
	EXISTING GAS MAIN (APPROX. LOCATION)		

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP: PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
4. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT. HAZED FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.6 FT NAVD 88.
5. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY M00-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
6. STREAM CLEANING SECTION ALIGNMENT IS BASED ON FIELD OBSERVATIONS DATED 01-25-2024.

**NOTE:**  
 THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**STREAM CLEANING PLAN**  
**RESTORATION PROJECT**

(732) 727-8000  
 CONSULTING AND MUNICIPAL ENGINEERS  
 3141 BORDENTOWN AVENUE, PHILADELPHIA, NEW JERSEY 08904-1162

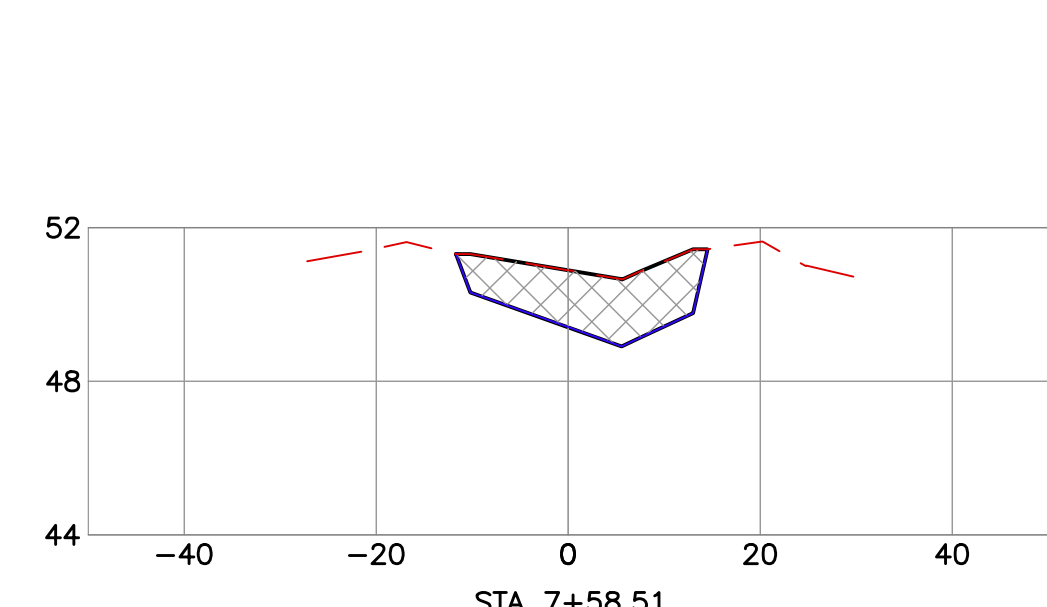
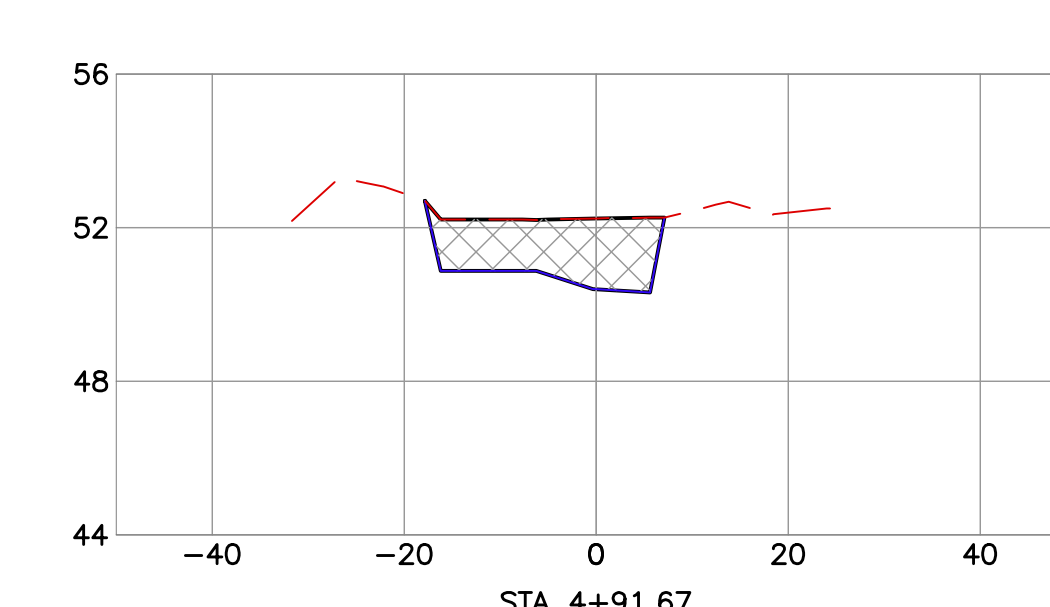
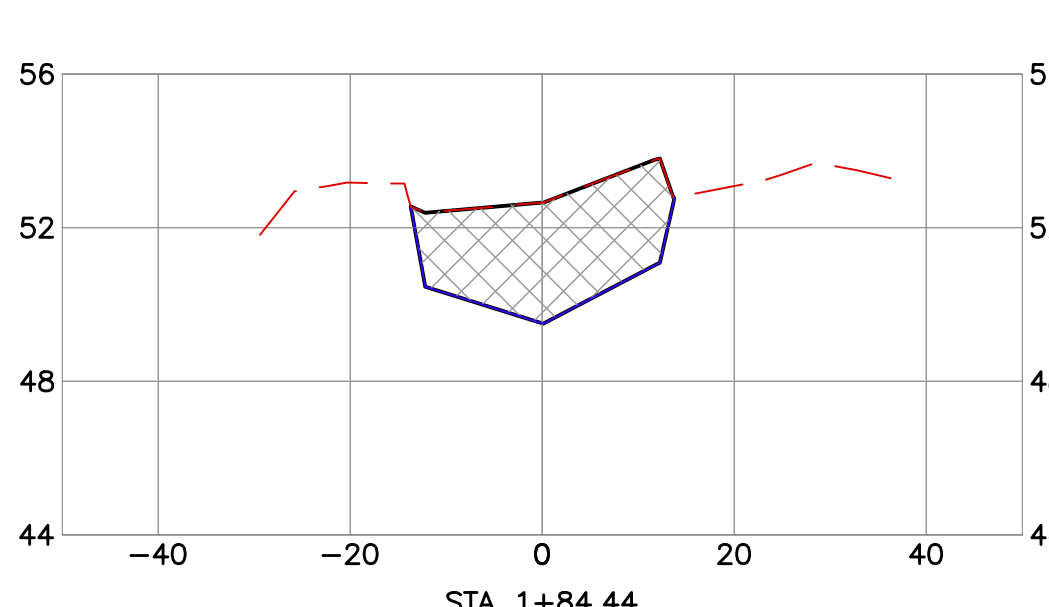
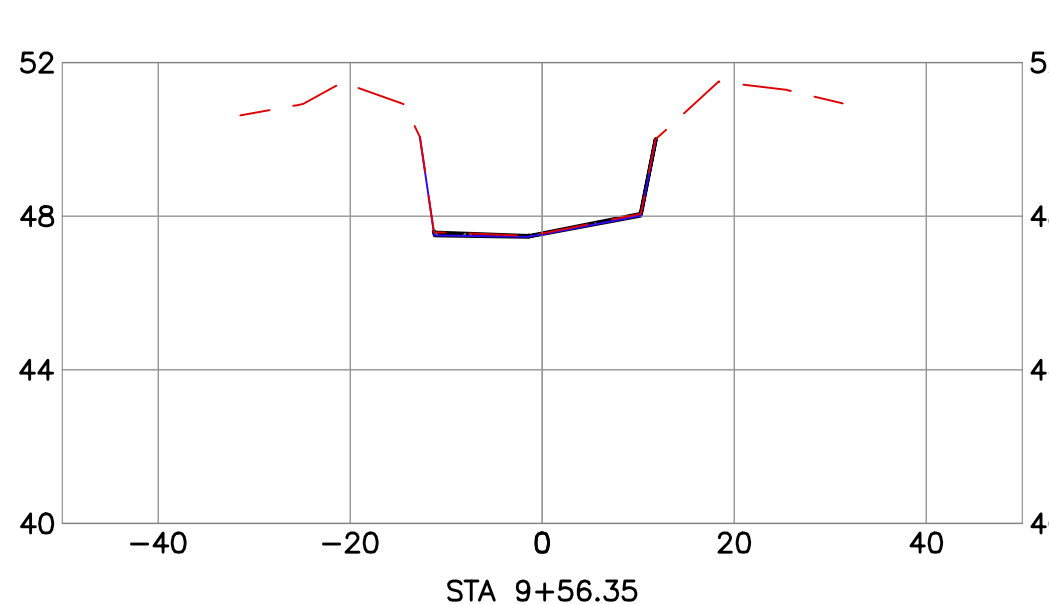
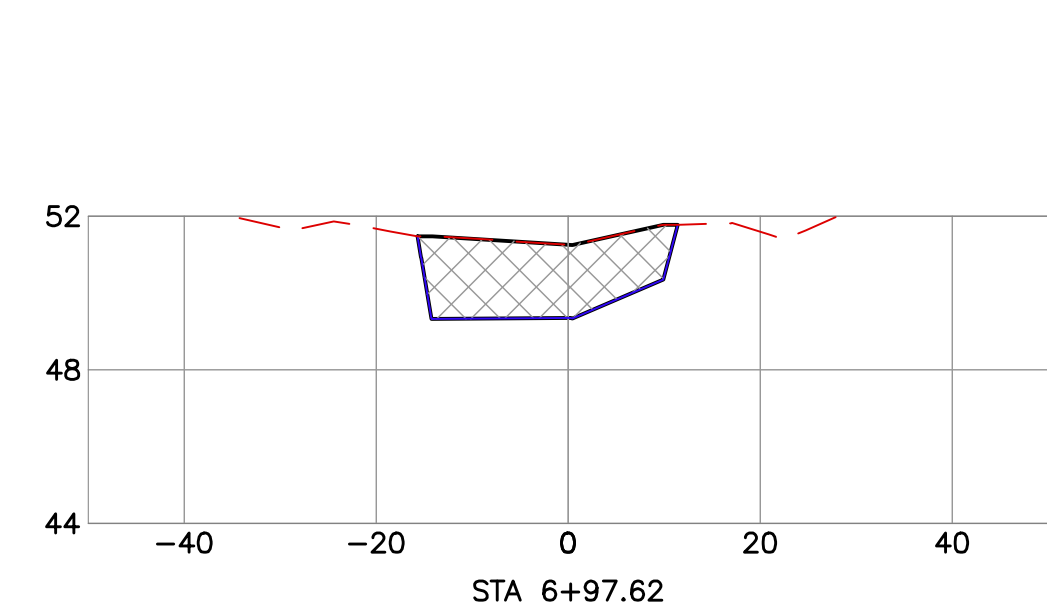
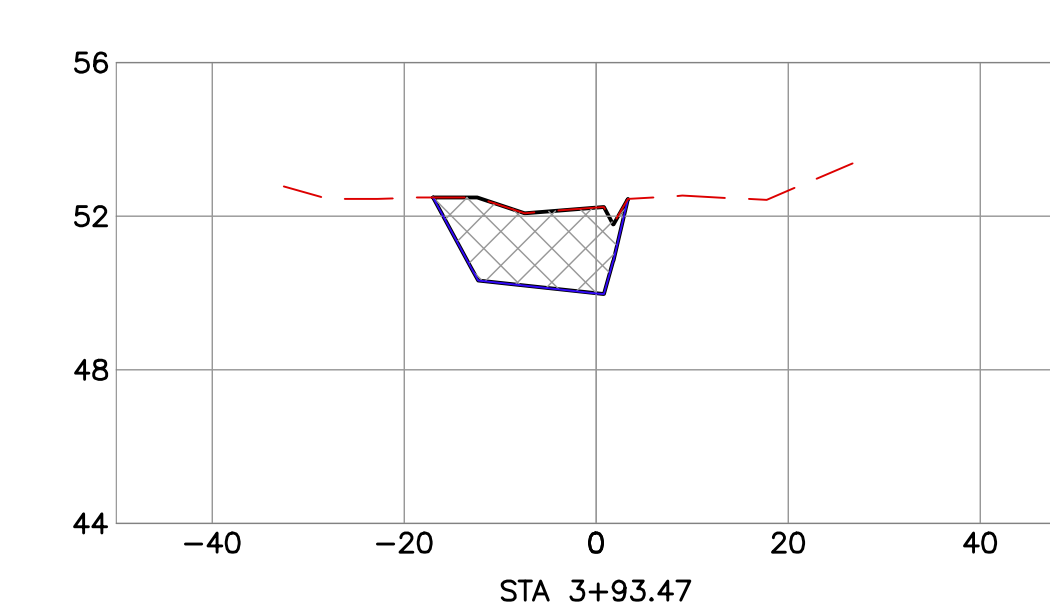
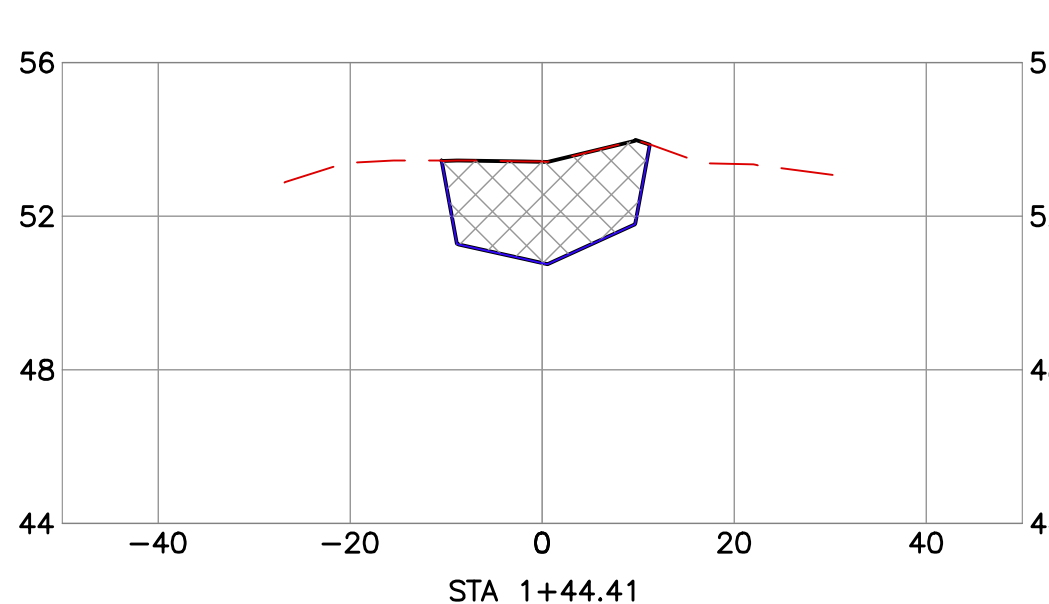
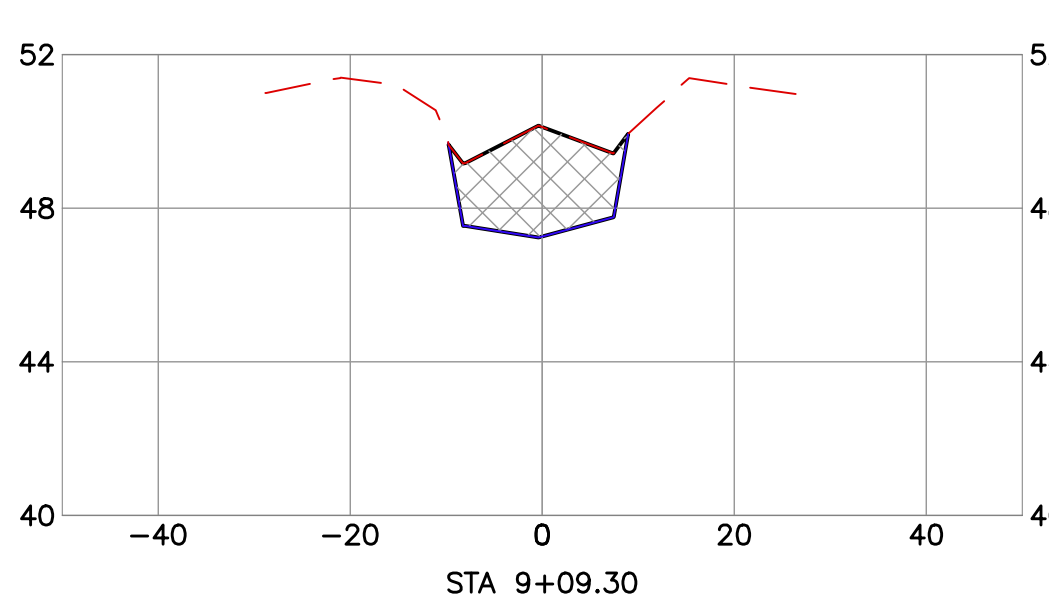
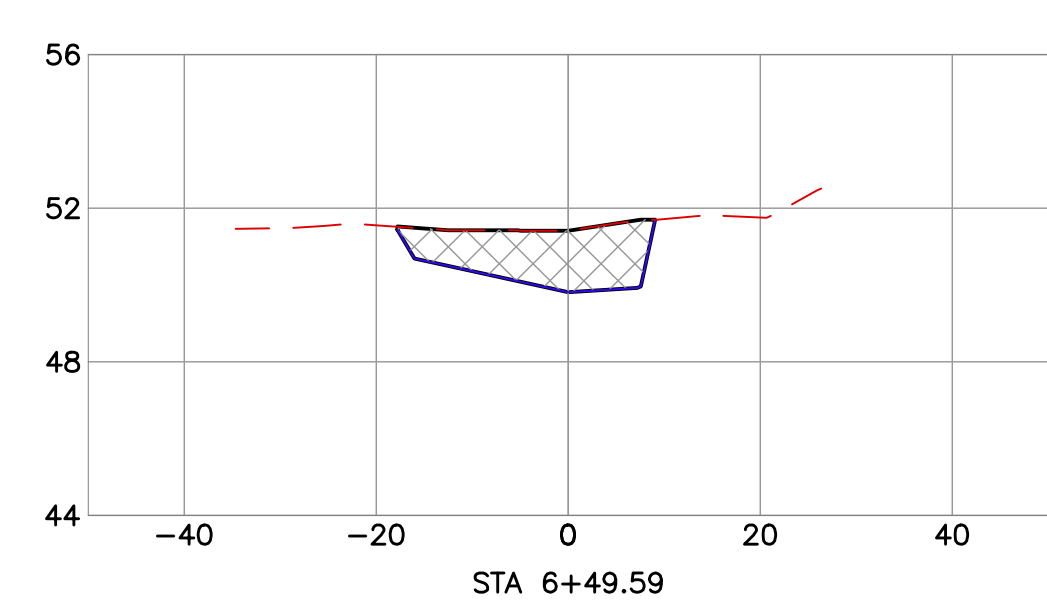
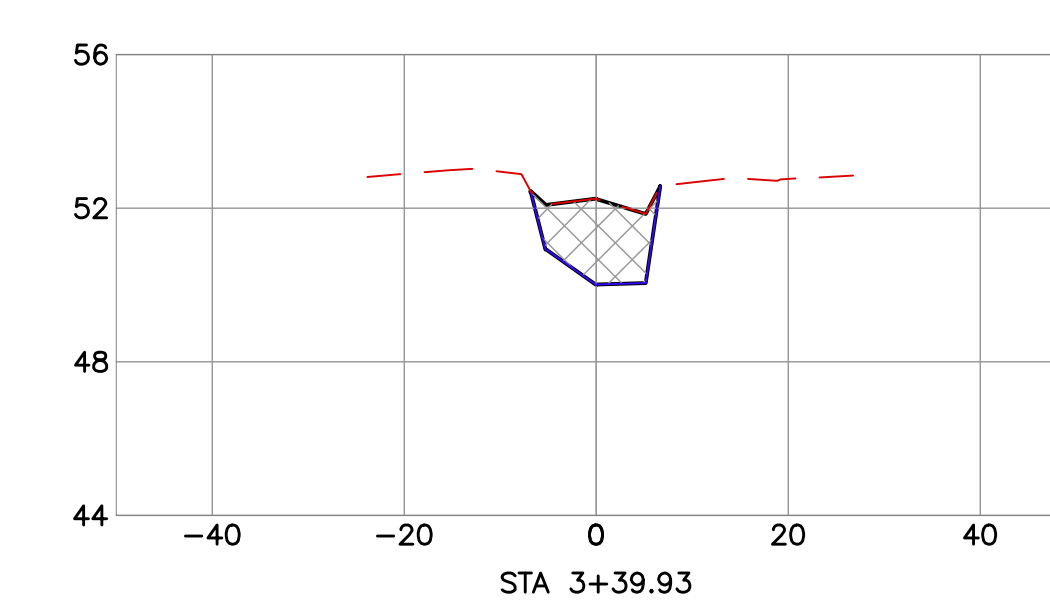
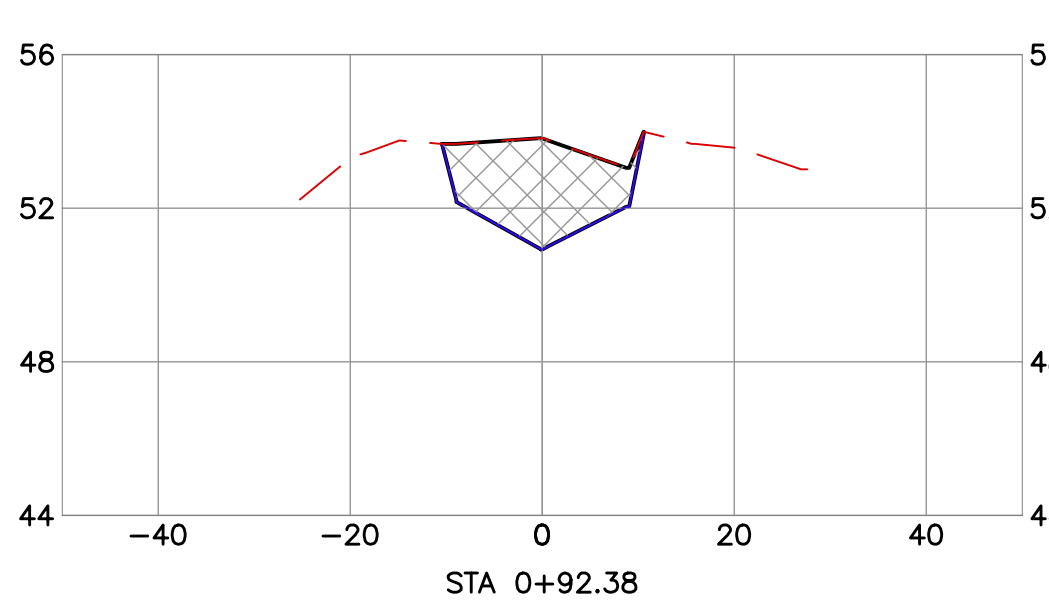
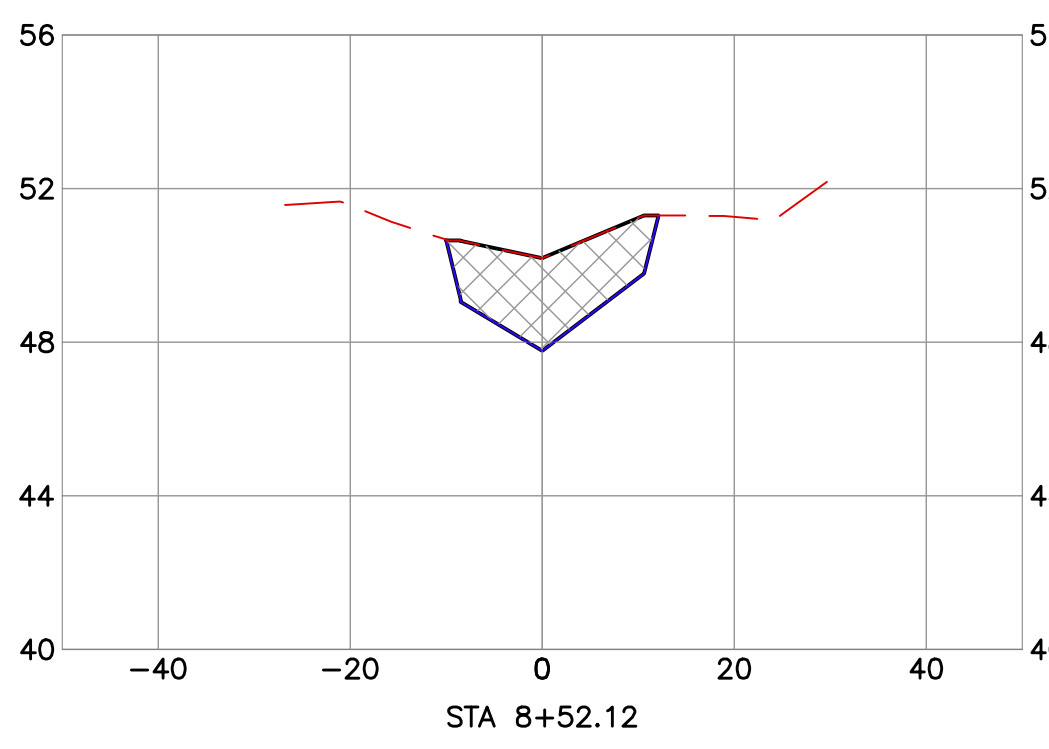
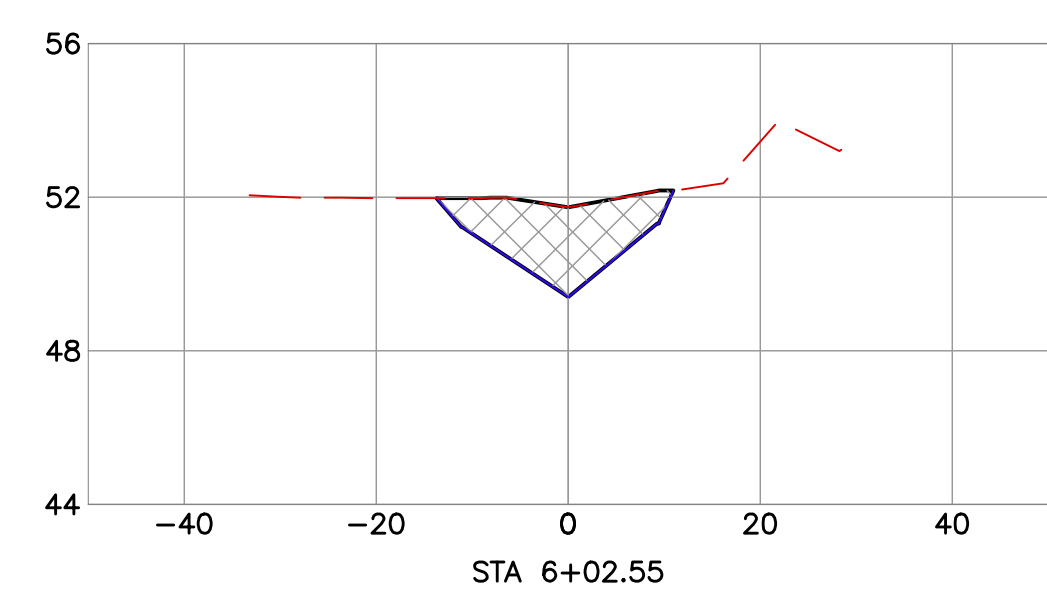
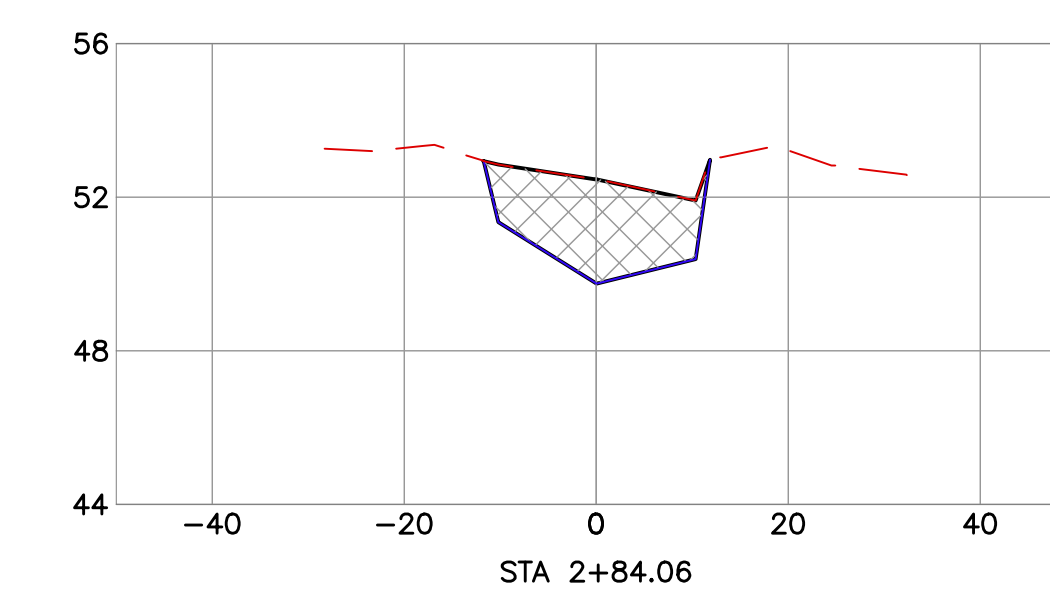
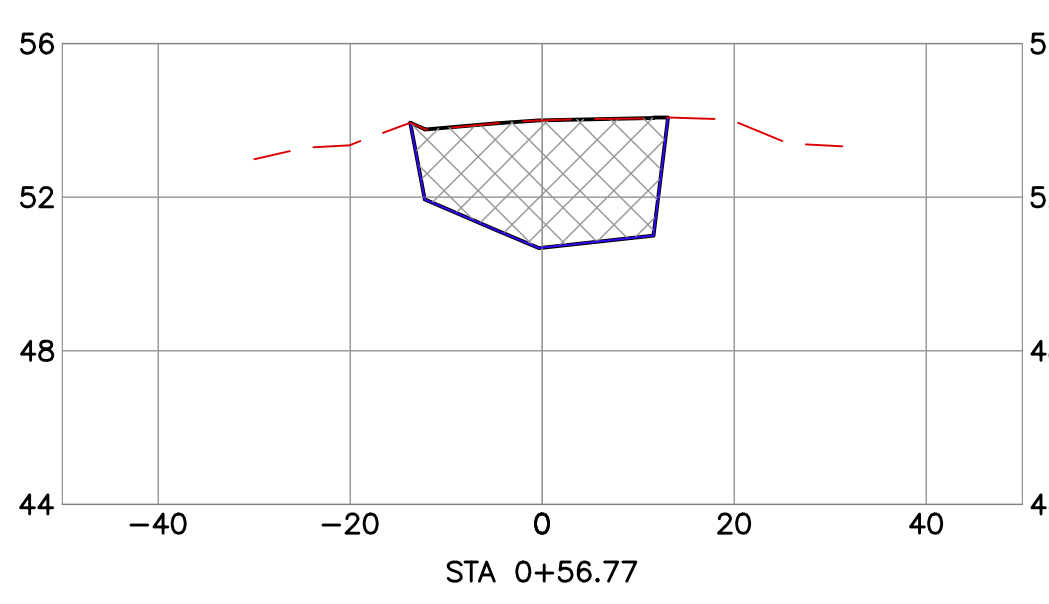
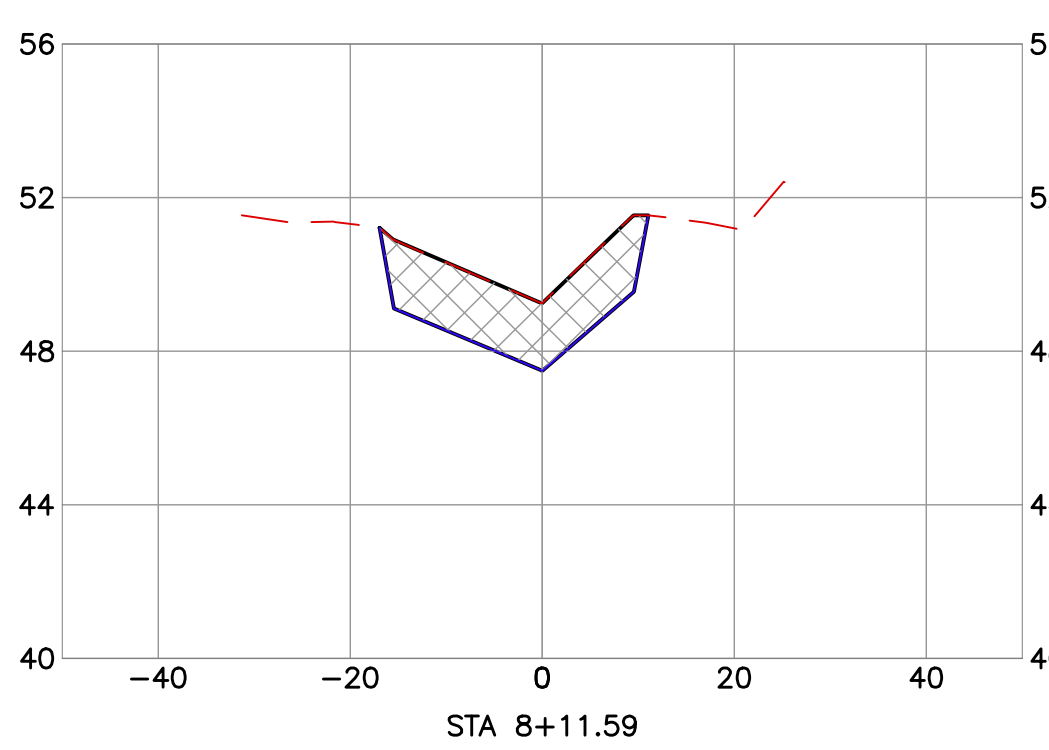
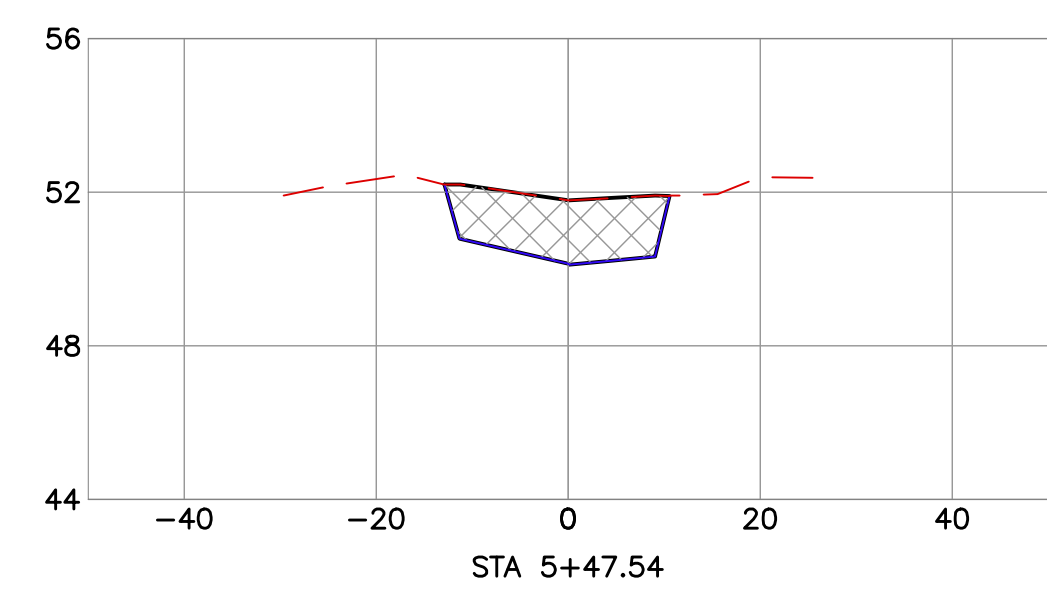
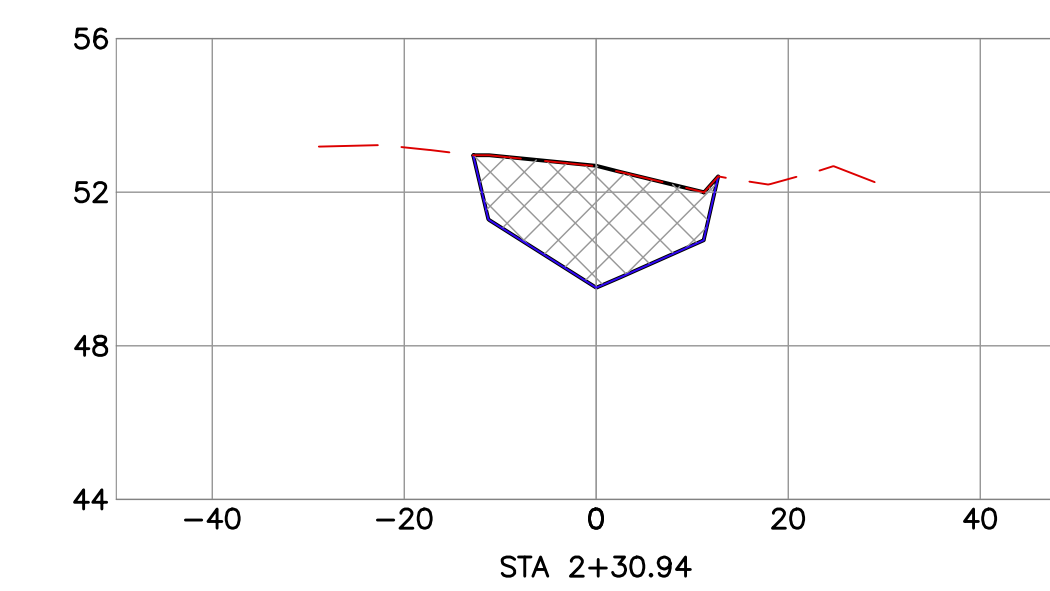
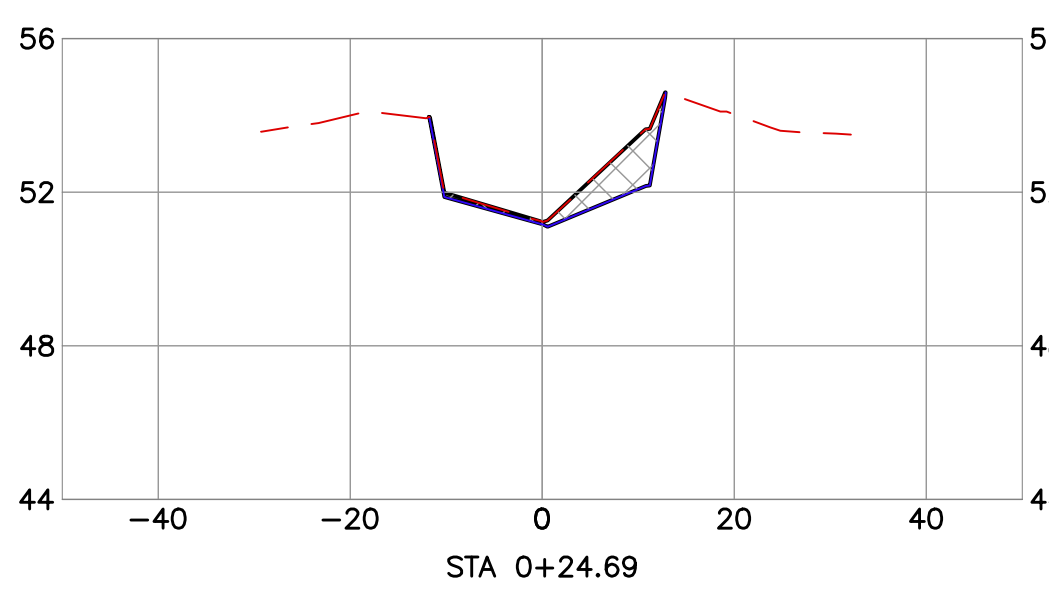
**BEHRAM TURAN P.E., L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE03921000

(732) 951-2101  
 3790 US HWY 1 SOUTH - SUITE 100, HONOLULU JUNCTION, NJ 08852

DATE 04/08/2024

SCALE	1"=50'	DRAWING NUMBER	IUN00325.01
DRAWN BY	ZMS	DESIGNED BY	ZMS
CHECKED BY	BT	SHEET	06 of 12

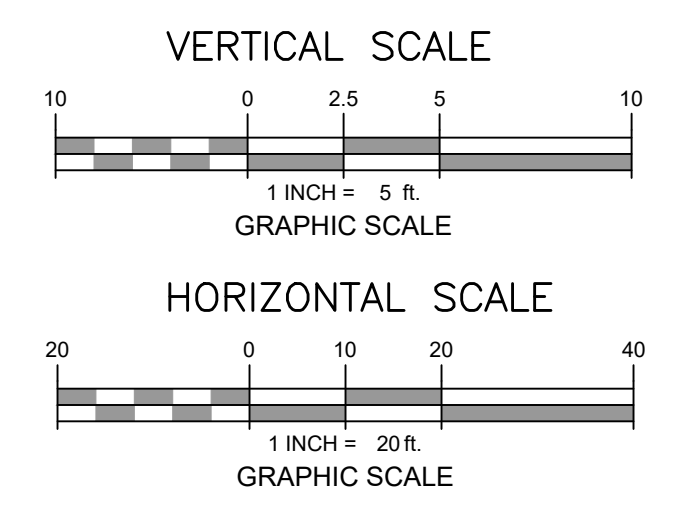
**C08**



Total Excavation Volume Table						
Station	Fill Area	Cut Area	Fill Volume	Cut Volume	Cumulative Fill Vol	Cumulative Cut Vol
0+24.69	0.00	11.44	0.00	0.00	0.00	0.00
0+56.77	0.00	72.47	0.00	49.86	0.00	49.86
0+92.38	0.00	39.20	0.00	73.64	0.00	123.50
1+44.41	0.00	48.33	0.00	84.33	0.00	207.83
1+84.44	0.00	70.40	0.00	88.00	0.00	295.83
2+30.94	0.00	54.13	0.00	107.24	0.00	403.07
2+84.06	0.00	45.71	0.00	98.23	0.00	501.29
3+39.93	0.00	21.64	0.00	69.68	0.00	570.97
3+93.47	0.00	34.30	0.00	55.48	0.00	626.45
4+91.67	0.00	36.42	0.00	128.62	0.00	755.06
5+47.54	0.00	34.43	0.00	73.30	0.00	828.36
6+02.55	0.00	34.29	0.00	70.00	0.00	898.36
6+49.59	0.00	33.66	0.00	59.18	0.00	957.54
6+97.62	0.00	48.21	0.00	72.81	0.00	1030.36
7+58.51	0.00	36.37	0.00	95.37	0.00	1125.73
8+11.59	0.00	48.03	0.00	82.97	0.00	1208.69
8+52.12	0.00	40.24	0.00	66.24	0.00	1274.94
9+09.30	0.00	38.03	0.00	82.88	0.00	1357.82
9+56.35	0.00	1.04	0.00	34.04	0.00	1391.86

**LEGEND**

- EXISTING GRADES / STREAM SOFT BOTTOM
- STREAM HARD BOTTOM
- ▨ SEDIMENT TO BE REMOVED



SECTION ORIENTATION  
N ← → S

NOTES:  
 1. ALL ELEVATIONS SHOWN HERE ARE REFERENCED TO THE DATUM NAVD 1988  
 2. DATUM CONVERSION: NAVD 1929 = NAVD 1988 + 1  
 REFERENCE:  
 1. ELEVATIONS IN THESE CROSS SECTIONS ARE BASED ON A SURVEY BY CME ASSOCIATES, DATED 4/2/2024  
 2. STREAM HARD AND SOFT BOTTOM ELEVATIONS ARE BASED ON FIELD SURVEY BY CME ASSOCIATES 3/20/2024

2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**STREAM SECTIONS RESTORATION PROJECT**

**CME ASSOCIATES**  
 CONSULTING AND MUNICIPAL ENGINEERS  
 3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859-1162 3759 US HWY 1 SOUTH - SUITE 100, MONMOUTH JUNCTION, NJ 08852

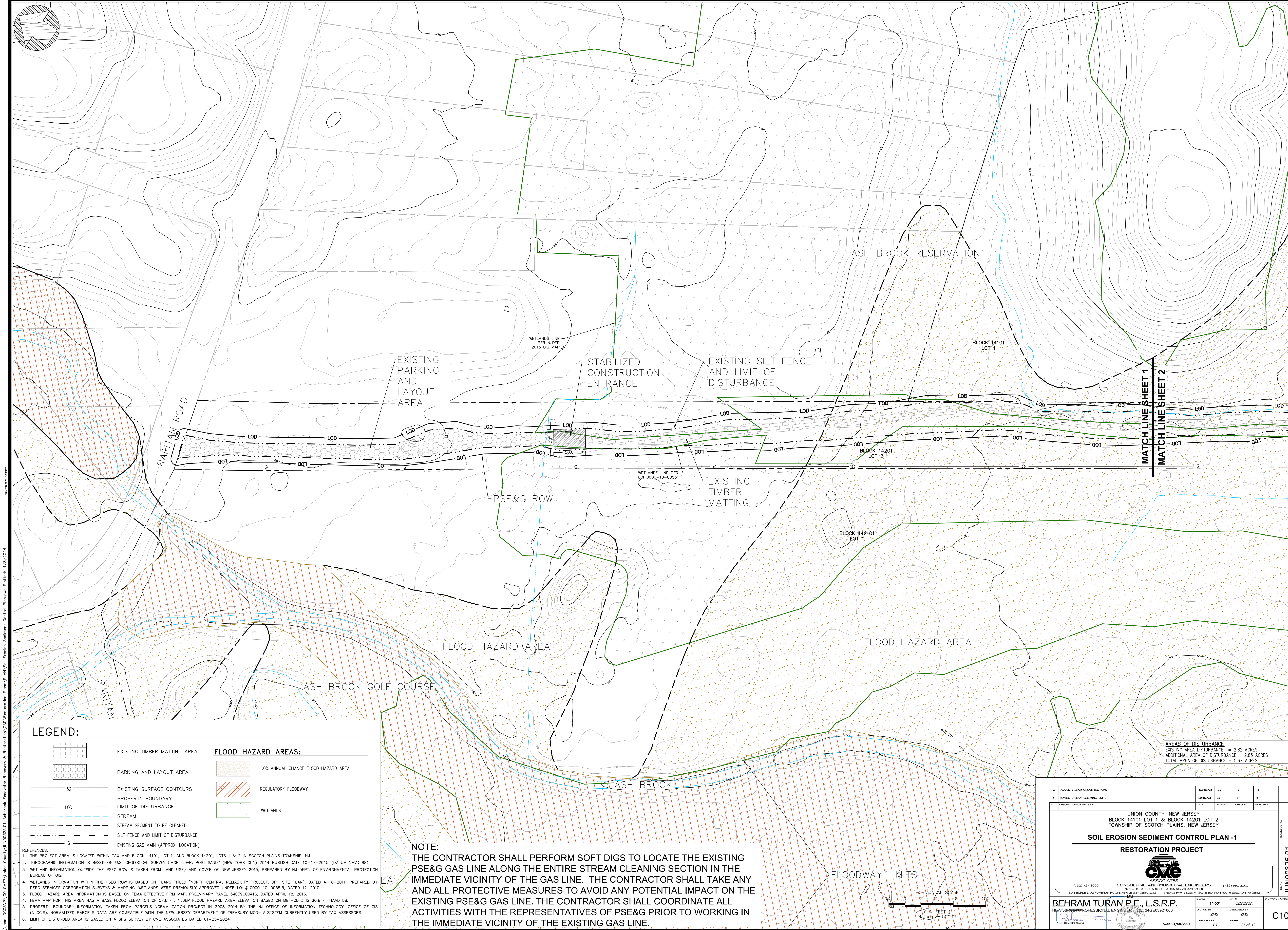
**BEHRAM TURAN P.E., L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER, NO. 24GE03921000

SCALE: 1"=50'  
 DRAWN BY: ZMS  
 CHECKED BY: BT  
 DATE: 04/08/2024

DATE: 02/26/2024  
 DESIGNED BY: ZMS  
 SHEET: 09 of 12

DRAWING NUMBER: IUN00325.01

C09



**LEGEND:**

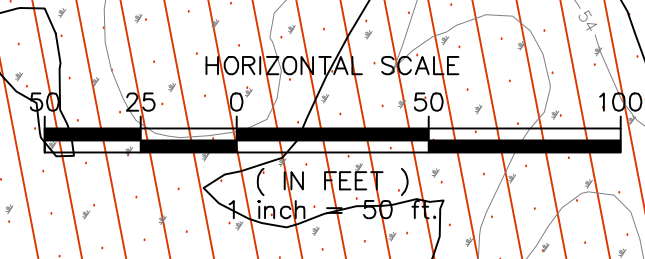
	EXISTING TIMBER MATTING AREA	<b>FLOOD HAZARD AREAS:</b>	
	PARKING AND LAYOUT AREA		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	EXISTING SURFACE CONTOURS		REGULATORY FLOODWAY
	PROPERTY BOUNDARY		WETLANDS
	L.O.D. LIMIT OF DISTURBANCE		
	STREAM		
	STREAM SEGMENT TO BE CLEANED		
	SILT FENCE AND LIMIT OF DISTURBANCE		
	EXISTING GAS MAIN (APPROX. LOCATION)		

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. WETLAND INFORMATION OUTSIDE THE PSEG ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
4. WETLANDS INFORMATION WITHIN THE PSEG ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
5. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
6. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
7. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJODIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
8. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

**NOTE:**  
 THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

**AREAS OF DISTURBANCE**  
 EXISTING AREA DISTURBANCE = 2.82 ACRES  
 ADDITIONAL AREA OF DISTURBANCE = 2.85 ACRES  
 TOTAL AREA OF DISTURBANCE = 5.67 ACRES



2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**SOIL EROSION SEDIMENT CONTROL PLAN -1**

**RESTORATION PROJECT**

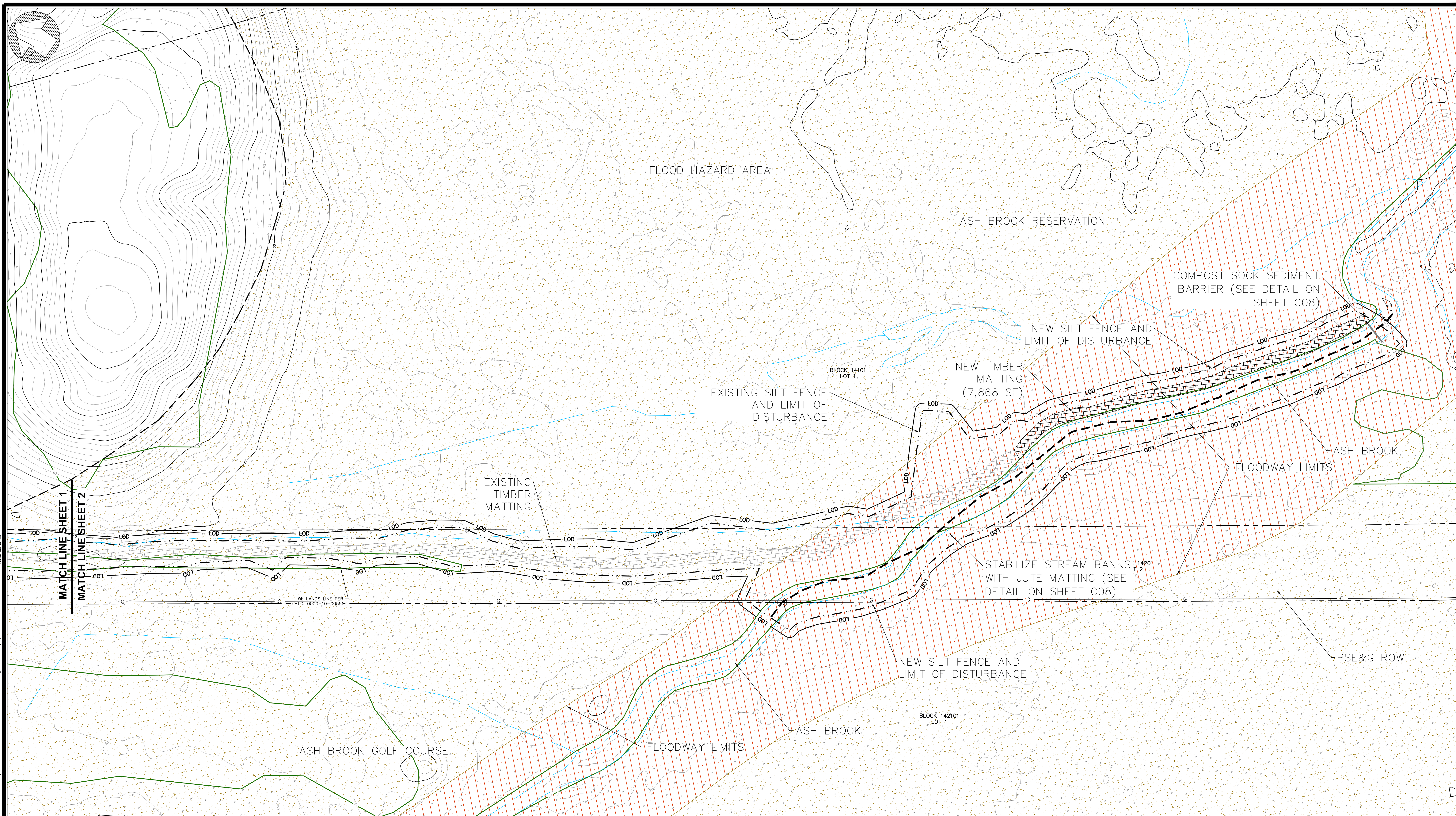
CONSULTING AND MUNICIPAL ENGINEERS  
 3141 BORENTOWN AVENUE, PAOLI, NEW JERSEY 08054-1162 (732) 951-2101  
 3790 US HWY 1 SOUTH - SUITE 100, HONOLULU, HAWAII, HI 09802

**BEHRAM TURAN P.E., L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER, REG. 24GE03921000

SCALE: 1"=50'  
 DRAWN BY: ZMS  
 DESIGNED BY: ZMS  
 CHECKED BY: BT  
 DATE: 04/08/2024

DATE: 02/26/2024  
 SHEET: 07 of 12

REGISTERED NUMBER: IUN00325.01  
 C10

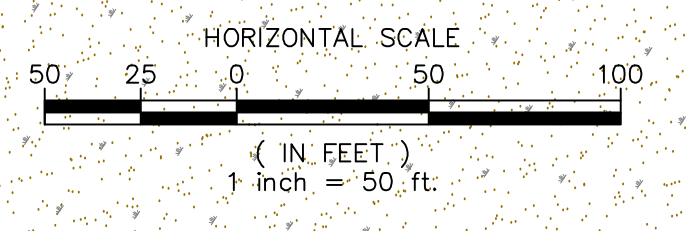


**LEGEND:**

	EXISTING TIMBER MATTING AREA	<b>FLOOD HAZARD AREAS:</b>
	PARKING AND LAYOUT AREA	
	EXISTING SURFACE CONTOURS	
	PROPERTY BOUNDARY	
	LIMIT OF DISTURBANCE	
	STREAM	
	STREAM SEGMENT TO BE CLEANED	
	SILT FENCE AND LIMIT OF DISTURBANCE	
	EXISTING GAS MAIN (APPROX. LOCATION)	

**NOTE:**  
 THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

**AREAS OF DISTURBANCE**  
 EXISTING AREA DISTURBANCE = 2.82 ACRES  
 ADDITIONAL AREA OF DISTURBANCE = 2.85 ACRES  
 TOTAL AREA OF DISTURBANCE = 5.67 ACRES



- REFERENCES:**
1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  3. WETLAND INFORMATION OUTSIDE THE PSE&G ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
  4. WETLANDS INFORMATION WITHIN THE PSE&G ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BRU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
  5. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
  6. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
  7. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  8. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

2	ADDED STREAM CROSS SECTIONS	04/08/24	ZS	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO.	DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**SOIL EROSION SEDIMENT CONTROL PLAN -2**

**RESTORATION PROJECT**

**CME ASSOCIATES**  
 CONSULTING AND MUNICIPAL ENGINEERS  
 3141 BORDENTOWN AVENUE, SUITE 100, BORDENTOWN, NJ 08804  
 (732) 727-8000

**BEHRAM TURAN, P.E., L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER, NO. 24GE03921000

DATE 04/08/2024

SCALE	1"=50'	DATE	02/26/2024	DRAWING NUMBER	IUN00325.01
DRAWN BY	ZMS	DESIGNED BY	ZMS	CHECKED BY	BT
SHEET	08	OF 12			

STANDARD FOR TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

Definition: Temporary vegetative cover on soils exposed for periods of two to six months...

Purpose: To temporarily stabilize the soil and reduce damage from wind and water erosion until permanent stabilization is accomplished.

Water Quality Enhancement: Provides temporary mechanical protection against wind or rainfall induced soil erosion...

Methods and Materials: 1. Site Preparation: Grade as needed and feasible to permit the use of conventional equipment for seeded preparation...

STANDARD FOR STABILIZATION WITH MULCH ONLY

Definition: Stabilizing exposed soils with non-vegetative materials exposed for periods longer than 14 days...

Purpose: To protect exposed soil surfaces from erosion damage and to reduce offsite environmental damage...

Water Quality Enhancement: Provides temporary mechanical protection against wind or rainfall induced soil erosion...

Methods and Materials: 1. Site Preparation: Grade as needed and feasible to permit the use of conventional equipment for seeded preparation...

STANDARD FOR PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

Definition: Establishment of permanent vegetative cover on exposed soils where perennial vegetation is needed for long-term protection...

Purpose: To permanently stabilize the soil, ensuring conservation of soil and water, and to enhance the environment...

Water Quality Enhancement: Provides permanent mechanical protection against wind or rainfall induced soil erosion...

Methods and Materials: 1. Site Preparation: Grade as needed and feasible to permit the use of conventional equipment for seeded preparation...

SOMERSET-UNION COUNTY SOIL CONSERVATION DISTRICT SOIL EROSION AND SEDIMENT CONTROL NOTES

1. Erosion and Sediment Control practices shall be installed prior to any major soil disturbances...

2. Any disturbed areas that will be left exposed more than 30 days and not subject to construction traffic...

3. Permanent Vegetation shall be seeded or sodded on all exposed areas within ten (10) days after final grading...

4. All work shall be done in accordance with the NJ State Standards for Soil Erosion and Sediment Control...

5. The Somerset-Union County Soil Conservation District shall be notified in writing 48 hours in advance of any land disturbing activity...

Table: TEMPORARY VEGETATIVE STABILIZATION GRASSES, SEEDING RATES, DATES AND DEPTH. Columns: SEED TYPES, SEEDING RATES (1), OPTIMUM SEEDING DATE (2), OPTIMUM SEED DEPTH (4).

Table: TABLE: LITERATURE Application Rate by Soil Texture. Columns: Soil Texture, Tons/Acre, Lbs./1000 Sq. Ft.

Table: TABLE: Permanent Stabilization Mixtures for Various Uses. Columns: Application, Excessively, Moderately, Well, Somewhat Poorly, Poorly.

Table: TABLE: DUST CONTROL MATERIALS. Columns: MATERIAL, WATER DILUTION, TYPE OF NOZZLE, APPLY GALLONS/ACRE.

3. Mulch anchoring should be accomplished immediately after placement of the mulch to minimize loss by wind or water...

3. Mulch anchoring should be accomplished immediately after placement of the mulch to minimize loss by wind or water...

3. Mulch anchoring should be accomplished immediately after placement of the mulch to minimize loss by wind or water...

6. Liquid Mulch-Binders - May be used to anchor hay or straw mulch. Applications should be heavier at edges where wind catches the mulch...

DUST CONTROL NOTES

1. Definition: The control of dust on construction sites and roads.

Purpose: To prevent blowing and movement of dust from exposed soil surfaces, reduce on-site and off-site damage and health hazards and improve traffic safety.

Water Quality Enhancement: Sediments deposited as "dust" are often fine colloidal material which is extremely difficult to remove from water...

Methods and Materials: 1. Application: Apply dust control materials to exposed soil surfaces, roads, and areas where dust is likely to be generated...

SEEDING RATES

1. Application: Apply seed uniformly by hand, option (centrifugal) seeder, drop spreader, drill, or other suitable equipment...

2. Hydroseeding is a broadcast seeding method usually involving a truck or trailer equipped with an irrigation system...

3. Mulching is required on all seeding. Mulch will insure optimal erosion before grass is established and will promote faster and earlier establishment...

4. Straw or Hay: Unharvested small grain straw, hay free of seeds, applied at the rate of 1-1/2 to 2 tons per acre...

5. Application: Spread much uniformly by hand or mechanically so that approximately 95% of the soil surface will be covered...

6. Anchoring should be accomplished immediately after placement to minimize loss by wind of the area, stream, of stone, and cobbles.

7. Peg and Tine: Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions...

8. Liquid Mulch-Binders - May be used to anchor hay or straw mulch. Applications should be heavier at edges where wind catches the mulch...

STANDARD FOR PERMANENT STABILIZATION WITH SOD

Definition: Establishing permanent vegetation using sod.

Purpose: To permanently stabilize topsoil with an immediate aesthetic covering, thus ensuring conservation of soil and water, and to enhance the environment.

Water Quality Enhancement: Provides permanent mechanical protection against wind or rainfall induced soil erosion...

Methods and Materials: 1. High quality cultivated sod is preferred over native or pasture sod.

2. Sod should be free of broadleaf weeds and undesirable coarse and fine seed grasses.

3. Sod should be of uniform thickness, typically 5/8 inch, plus or minus 1/4 inch, at time of cutting (excludes top growth).

4. Sod should be vigorous vertically and be able to retain its own shape and weight when suspended vertically from a firm ground to the upper 10 percent of the strip.

5. For droppiness sites, a sod of turf-type tall fescue or turf-type tall fescue mixed with Kentucky bluegrass is preferred over 100% Kentucky bluegrass sod...

CONSTRUCTION SEQUENCE

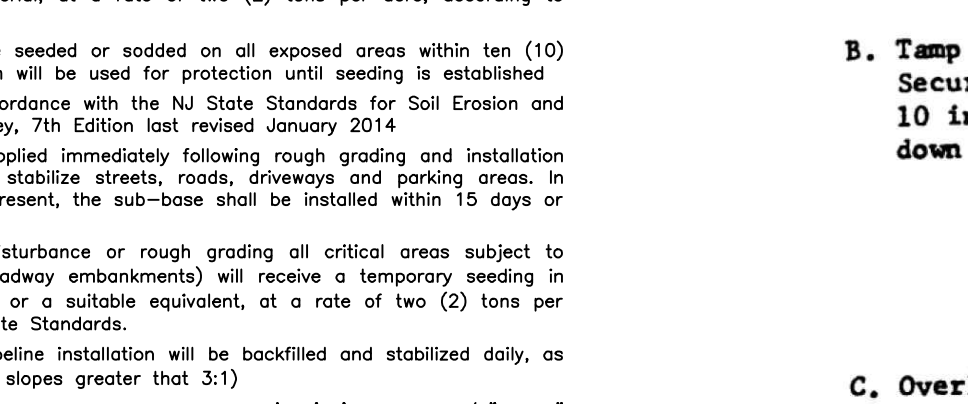
Table: CONSTRUCTION SEQUENCE. Columns: No., START (DAY), DURATION (DAYS), TASK.

Maintenance Notes: 1. Barriers shall be inspected daily for signs of deterioration and sediment removal.

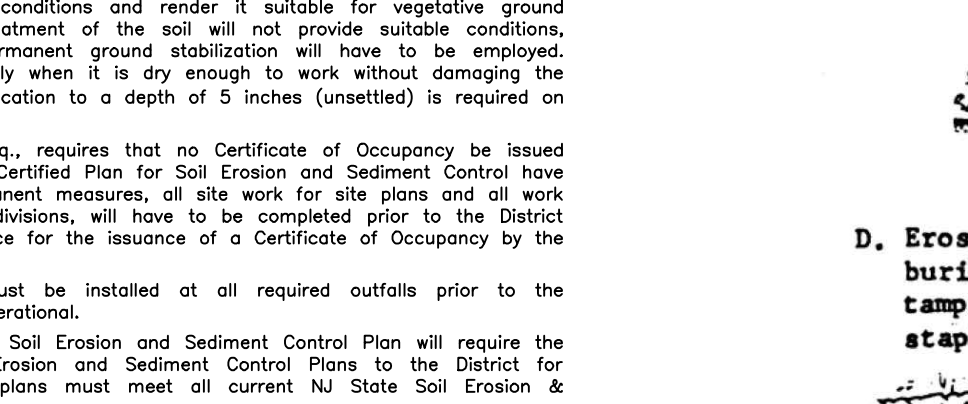
2. Sediment shall be removed from the upstream face of the barrier when it has reached a depth of 1/2 the barrier height.

3. Repair or replace barrier (fabric, posts, bales, etc.) when damaged.

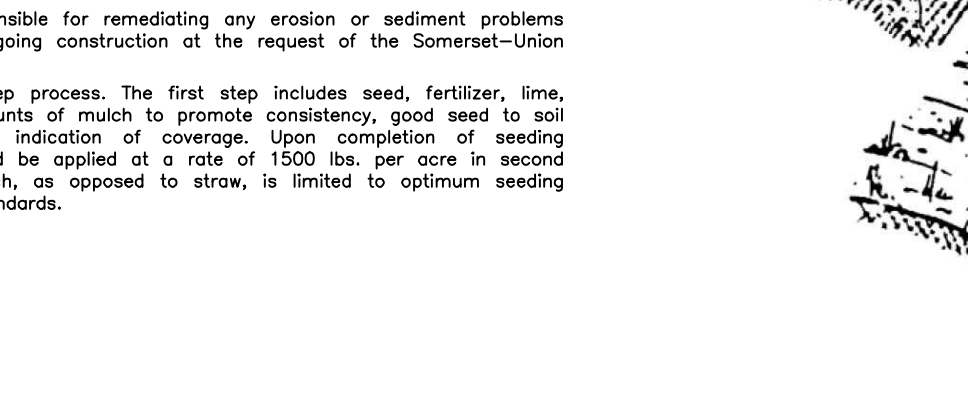
CONSTRUCTION ENTRANCE DETAIL



SEEDING RATES



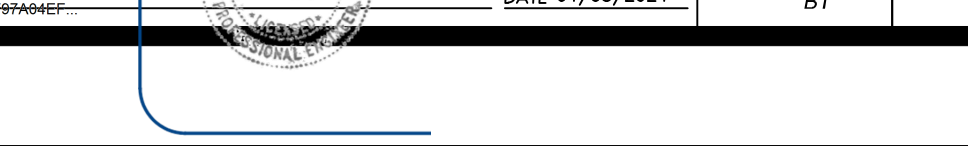
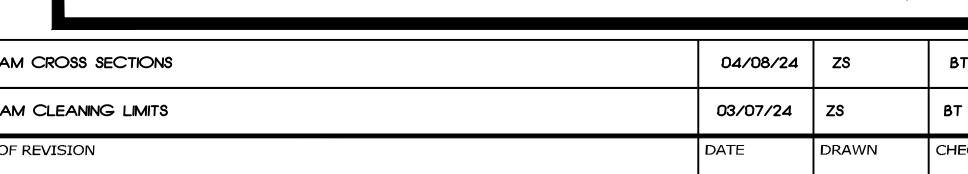
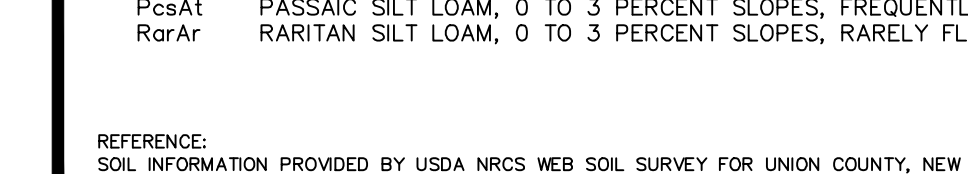
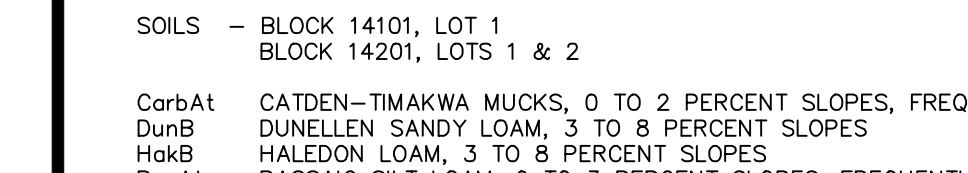
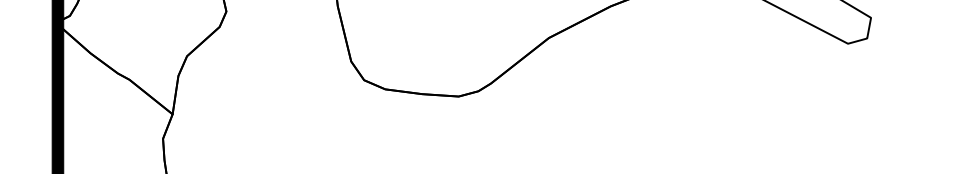
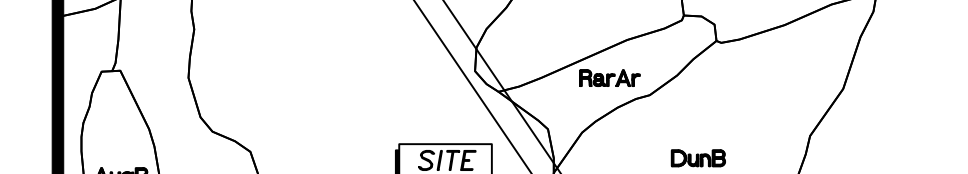
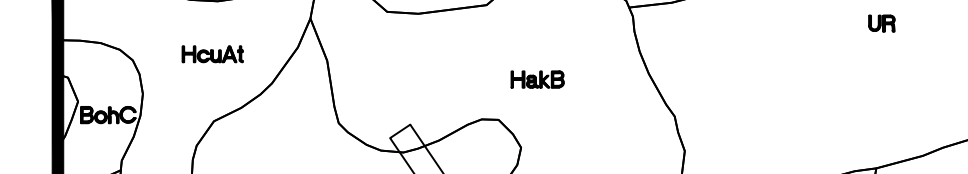
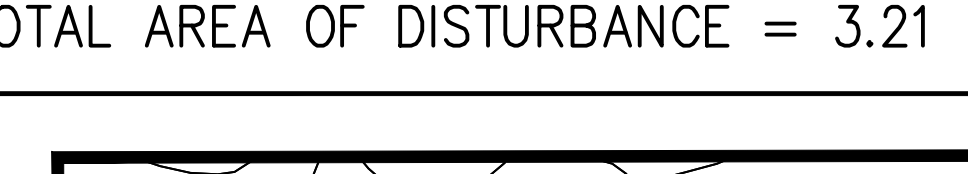
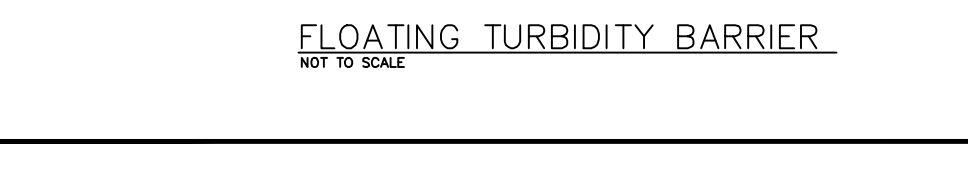
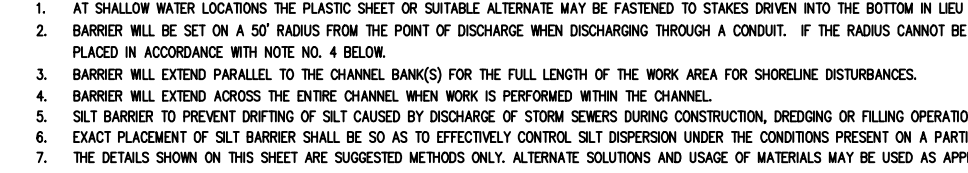
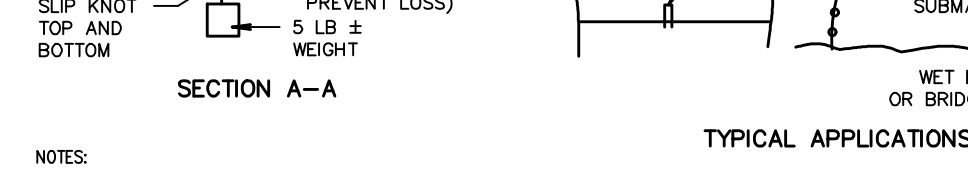
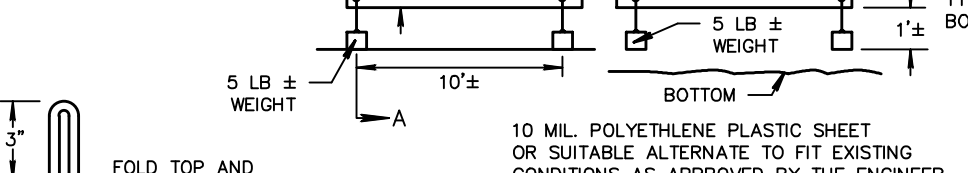
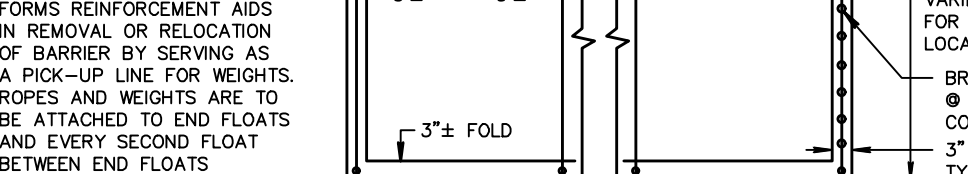
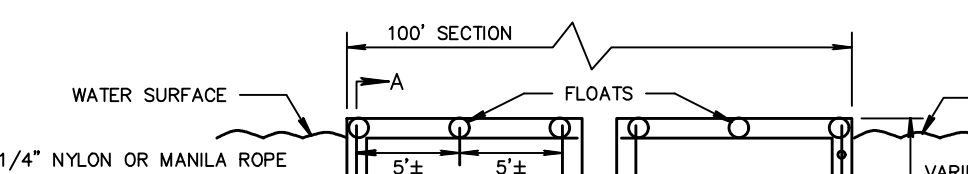
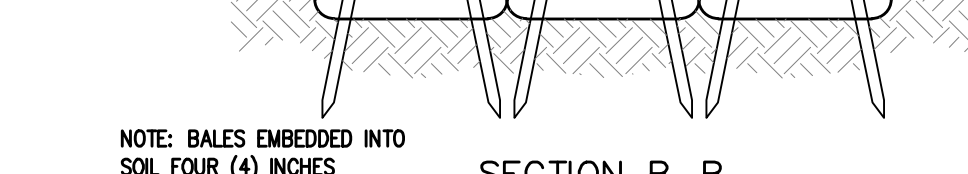
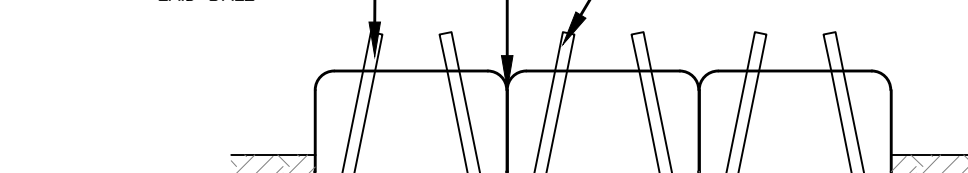
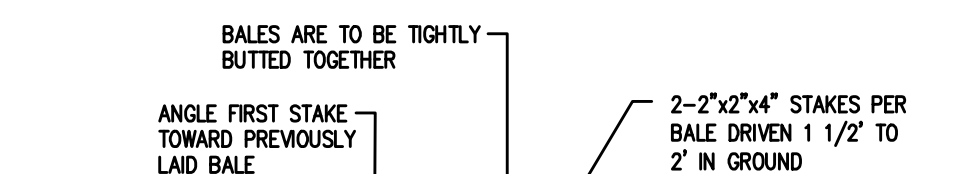
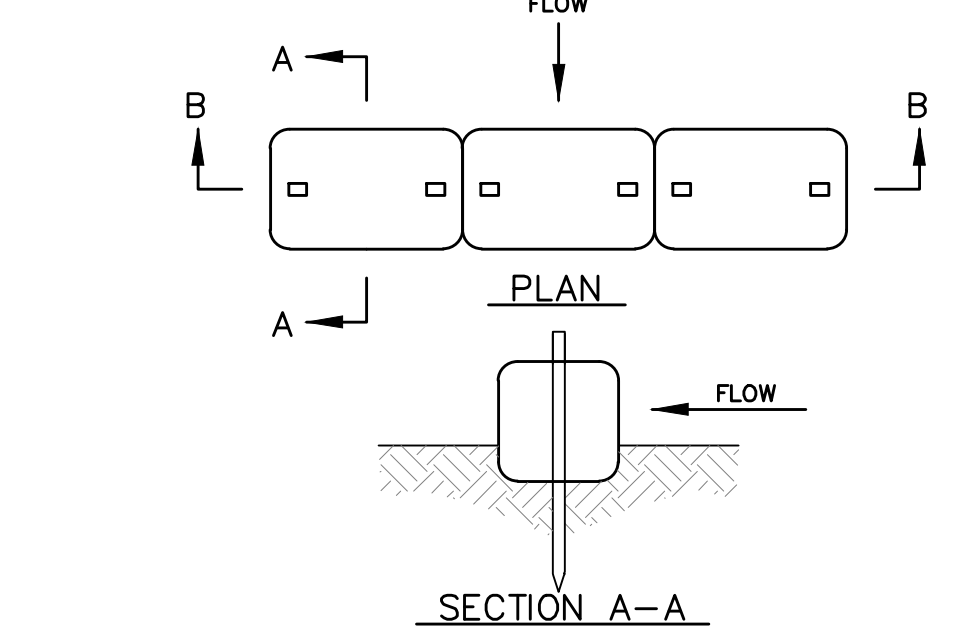
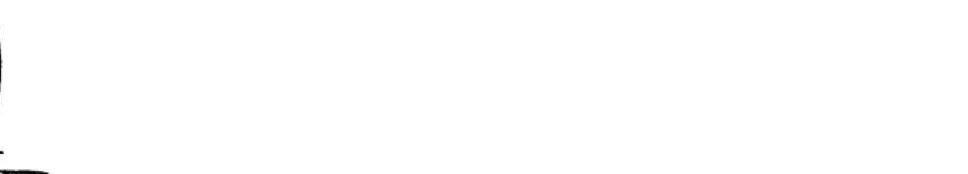
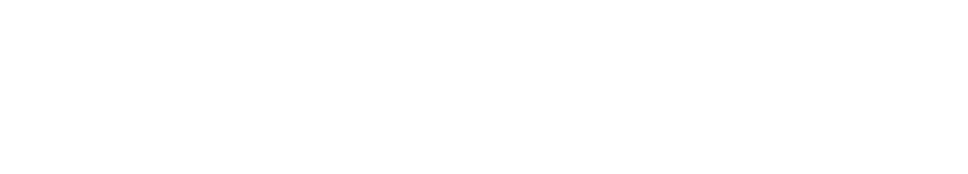
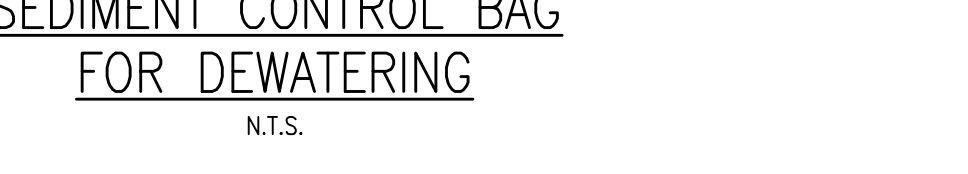
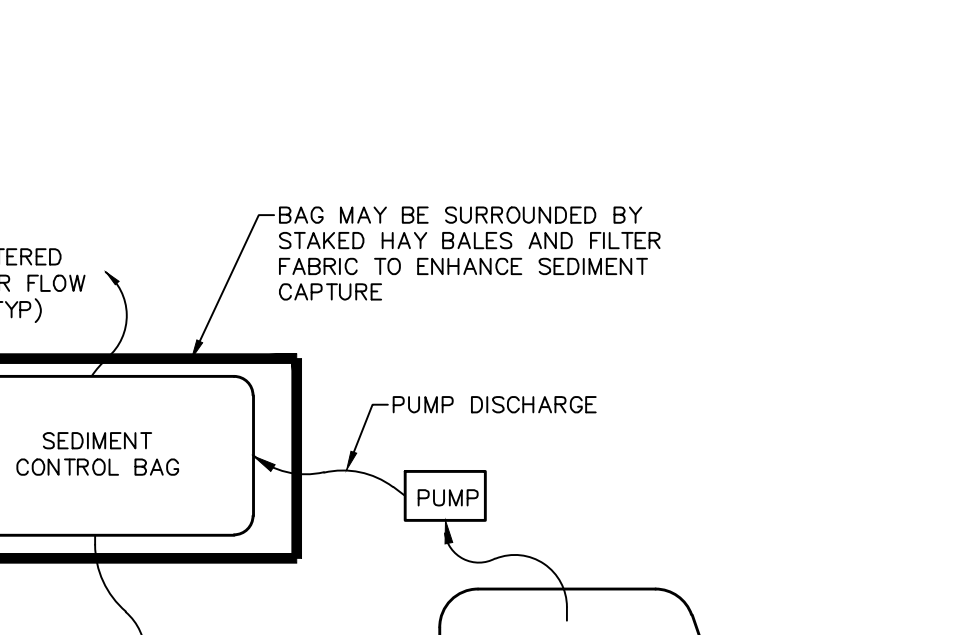
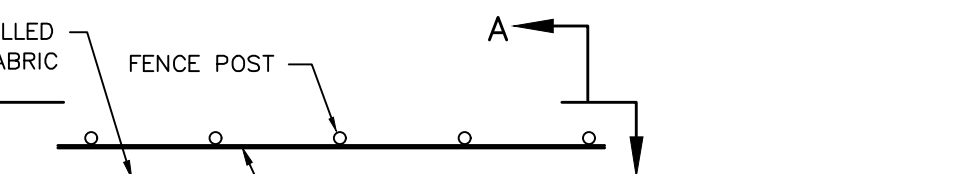
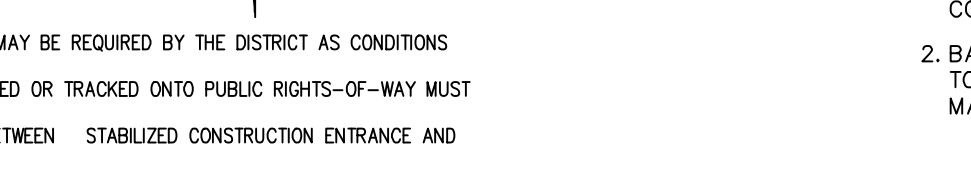
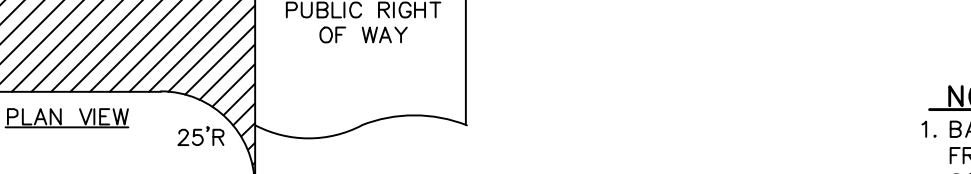
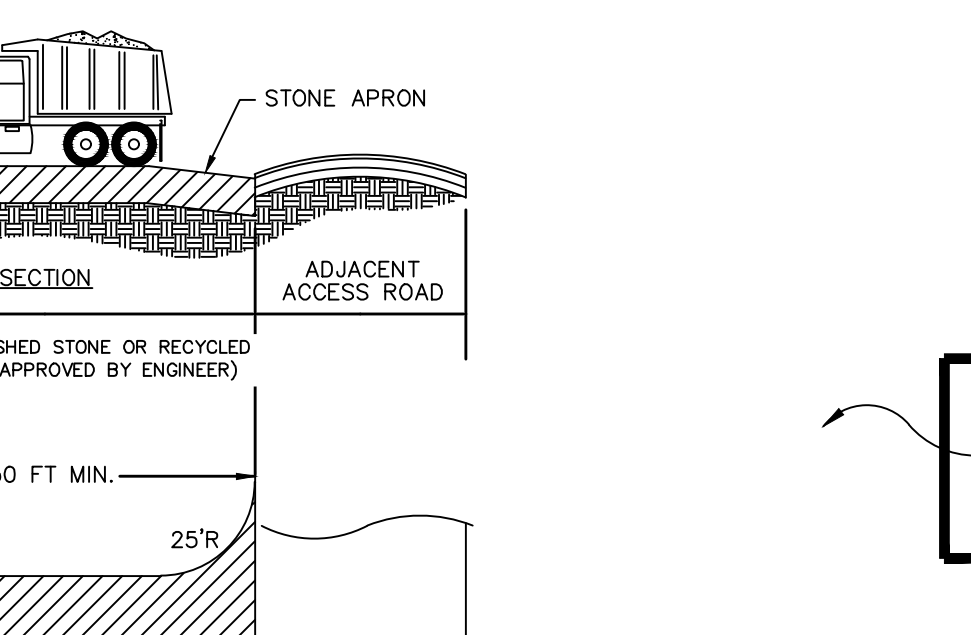
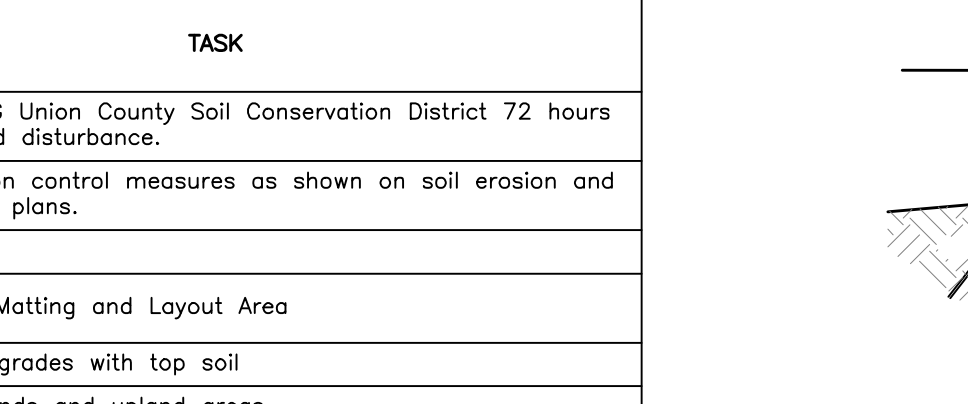
STANDARD SILT FENCE DETAIL



CHANNEL STABILIZATION WITH JUTE MATTING



COMPOST SOCK SEDIMENT BARRIER DETAIL





## **Updated Prevailing Wage Rate Determinations**



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

**PREVAILING WAGE RATE DETERMINATION**

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

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

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

**Prevailing Wage Rate**

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

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

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

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

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

**Apprentice Rate Schedule**

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

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

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

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

## Comments/Notes

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

## Public Works Contractor Registration

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

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

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

## Snow Plowing

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



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

County - UNION

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

**PREVAILING WAGE RATE**

	03/01/24
Journeyman (Mechanic)	W45.23 B30.03 T75.26

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

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

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

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

**County - UNION**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

**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 7 1/2 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	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									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
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. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

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

**County - UNION**

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

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

**County - UNION**

**Craft: Carpenter                      PREVAILING WAGE RATE**

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

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Carpenter                      COMMENTS/NOTES**

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

INTERVAL            PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits   59% of apprentice wage rate for all intervals + \$0.56

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

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

**County - UNION**

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

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



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

**County - UNION**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

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

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

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

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

**FOREMAN REQUIREMENTS:**

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

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall

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

**County - UNION**

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

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

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

**County - UNION**

**Craft: Carpenter-Residential Construction**

**PREVAILING WAGE RATE**

	07/19/23
Foreman	W52.62 B11.78 T64.40
Journeyman	W45.76 B10.97 T56.73

**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	+ \$5.47			

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

**Craft: Carpenter-Residential Construction**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**RESIDENTIAL CONSTRUCTION:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

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

County - UNION

Craft: Cement Mason

**PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

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

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.





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

**County - UNION**

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

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

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.60	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:

INTERVAL	PERIOD AND RATES			
Yearly	20.22	25.28	32.86	40.44
Benefits	26.14	for all	intervals	

**CREOSOTE HANDLING:**

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

**HAZARDOUS WASTE WORK:**

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

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

**FOREMAN REQUIREMENTS:**

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

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

**County - UNION**

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

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

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - UNION

**Craft: Electrician**

**PREVAILING WAGE RATE**

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

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Electrician**

**COMMENTS/NOTES**

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

**County - UNION**

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

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

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

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

**COMMENTS/NOTES**

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

INTERVAL	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:

INTERVAL	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:

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

**County - UNION**

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

**NOTES:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

See "Electrician" Rates

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

**COMMENTS/NOTES**

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



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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

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

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

**County - UNION**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

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

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 5-29-23:

Interval                      Period and Rates  
 1000 Hours 60% 65% 70% 75% 80% 85% 90%  
 Benefits 62.75% of the Journeyman wage + \$.01

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

Interval                      Period and Rates  
 1000 Hours 60% 65% 70% 75% 80% 85% 90%  
 Benefits 63.75% of the Journeyman wage + \$.01

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day,

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

**County - UNION**

Thanksgiving Day and Christmas Day.

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

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

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

**COMMENTS/NOTES**

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	32.52	35.23	37.94	40.65	43.36	46.07	48.78			
Benefits	28.97	30.65	32.31	33.98	35.69	37.36	39.02			

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

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

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

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

County - UNION

Craft: Elevator Modernization & Service

**PREVAILING WAGE RATE**

	03/29/23
Journeyman	W60.89 B44.07 T104.96

Craft: Elevator Modernization & Service

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	34.60	33.49	39.58	45.67						
Benefits	35.50	36.07	37.52	38.97						

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

Craft: Elevator Modernization & Service

**COMMENTS/NOTES**

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

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

- Overtime:

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

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

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

- Overtime:

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

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

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

**County - UNION**

**Craft: Glazier                      PREVAILING WAGE RATE**

	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**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	50%	55%	60%	65%	70%	75%	80%	90%		
6 Months										
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



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

**County - UNION**

rate.

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

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

**County - UNION**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	09/19/23
Foreman	W60.97 B37.97 T98.94
General Foreman	W63.31 B39.08 T102.39
Journeyman	W58.69 B37.41 T96.10

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	27.51	32.64	39.31	45.91						
Benefits	21.73	25.78	28.63	31.61						

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

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

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

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

SHIFT DIFFERENTIAL:

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

OVERTIME:

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

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

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

County - UNION

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

**PREVAILING WAGE RATE**

	09/19/23
Asbestos Helper	W36.89
Abatement	B24.92
	T61.81

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

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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

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

**COMMENTS/NOTES**

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

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

**County - UNION**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W64.29 B35.91 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W66.79 B35.91 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.29 B35.91 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

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

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as bridges.

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W53.03 B33.56 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W55.53 B33.56 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.03 B33.56 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

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

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

**County - UNION**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W54.08 B33.21 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W56.58 B33.21 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.08 B33.21 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

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

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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



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

**County - UNION**

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

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

**County - UNION**

**Craft: Ironworker                      PREVAILING WAGE RATE**

	07/07/23
Rod /Fence Foreman	W49.89 B49.67 T99.56
Rod/Fence Journeyman	W46.89 B49.67 T96.56
Structural Foreman	W52.19 B49.67 T101.86
Structural Journeyman	W49.19 B49.67 T98.86

**Craft: Ironworker                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeyma n	amount							

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

**Craft: Ironworker                      COMMENTS/NOTES**

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

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

**County - UNION**

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

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

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

	09/05/23
Foreman	W44.75 B24.71 T69.46
Journeyman (Handler)	W39.78 B24.71 T64.49

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

**APPRENTICE RATE SCHEDULE**

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

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

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

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

**COMMENTS/NOTES**

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

The regular workday shall be 8 hours.

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	11/14/23
Class A Journeyman	W38.25 B32.42 T70.67
Class B Journeyman	W37.25 B32.42 T69.67
Class C Journeyman	W31.70 B32.42 T64.12
Foreman	W43.00 B32.42 T75.42
General Foreman	W47.75 B32.42 T80.17

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%	of Class B	wage rate				
6 Months										
Benefit	29.17	29.17	29.17	29.17						

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

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

**Craft: Laborer - Building**

**COMMENTS/NOTES**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**County - UNION**

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

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

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

**OVERTIME:**

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

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

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

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

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

**County - UNION**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.98	for	all	intervals						

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

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

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

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

**COMMENTS/NOTES**

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

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

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



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

**County - UNION**

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

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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





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

**County - UNION**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

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

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

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

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/01/23
Apprentice (1st year)	W29.89 B15.70 T45.59
Apprentice (2nd year)	W34.10 B26.65 T60.75
Foreman (Charge Person)	W43.10 B27.43 T70.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W38.33 B27.43 T65.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W42.10 B27.43 T69.53

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

County - UNION

**Craft: Paperhanger                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W52.82 B29.51 T82.33
Journeyman	W48.02 B29.51 T77.53

**Craft: Paperhanger                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

**Craft: Paperhanger                      COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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



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

**County - UNION**

hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

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

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



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

**County - UNION**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

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

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

**County - UNION**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W64.25 B41.62 T105.87
General Foreman	W68.41 B41.62 T110.03
Journeyman	W59.49 B41.62 T101.11

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	17.09	23.48	25.72	27.96	30.19					

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

\* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

County - UNION

**Craft: Roofer                      PREVAILING WAGE RATE**

	06/13/23
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.

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

**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 through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

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

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

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

**County - UNION**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	07/19/23
Foreman	W58.90 B49.52 T108.42
General Foreman	W59.90 B49.52 T109.42
Journeyman	W55.40 B49.52 T104.92

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

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

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

**SHIFT DIFFERENTIAL:**

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

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

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

**County - UNION**

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	01/01/24
Foreman	W71.06 B38.11 T109.17
General Foreman	W74.55 B38.11 T112.66
Journeyman	W66.56 B38.11 T104.67

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

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

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

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

Interval                      Period and Rates  
 1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%  
 Ben.      14.31 14.31 29.86 29.86 29.86 29.86 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.      14.31 14.31 29.86 29.86 29.86 29.86 Intervals 7-10 Journy. Ben.

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

**FOREMAN REQUIREMENTS:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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







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

**County - UNION**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/01/24
Tile Setter	W63.47 B39.89 T103.36

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	01/01/24
Grinder or Assistant	W58.96 B40.83 T99.79
Mechanic	W60.57 B40.84 T101.41
Terrazzo Resinous Worker	W50.50 B33.23 T83.73

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

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

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES						
1500 Hours	35%	45%	60%	70%	80%	90%	100%

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

**OVERTIME:**

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

**County - UNION**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

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

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

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

**HAZARDOUS WASTE REMOVAL:**

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

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

**County - UNION**

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

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

**SHIFT DIFFERENTIAL:**

- Shifts starting at 4:00 PM (2nd Shift): + \$3.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
- Benefits on overtime shall be \$40.03.
- As of 5-1-23, benefits on overtime shall be \$41.53.
- As of 5-1-24, benefits on overtime shall be \$43.03.

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

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

**County - UNION**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

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

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Welder                      PREVAILING WAGE RATE**

Welder

**Craft: Welder                      COMMENTS/NOTES**

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

# STATEWIDE RATES



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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

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

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
57.63	37.65	95.28	98.03	100.53

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
57.63	37.65	95.28	98.03	100.53

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

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

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**CLASSIFICATIONS:**

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)

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

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled  
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

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

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**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:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
50.38	37.65	88.03	90.78	93.28

**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:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
47.80	37.65	85.45	88.20	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

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

OPERATING ENGINEERS     Rates Expiration Date :

Effective Dates:

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
57.96	37.65	95.61	98.36	100.86

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)



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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

**CLASSIFICATIONS:**

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
54.09	37.65	91.74	94.49	96.99

**CLASSIFICATIONS:**

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
54.09	37.65	91.74	94.49	96.99

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

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

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
61.04	37.65	98.69	101.44	103.94

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
65.72	37.65	103.37	106.12	108.62

**CLASSIFICATIONS:**

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
64.72	37.65	102.37	105.12	107.62

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

<b>07/01/2023</b>			<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
61.22	37.65	98.87	101.62	104.12

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>07/01/2023</b>			<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
63.72	37.65	101.37	104.12	106.62

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>07/01/2023</b>			<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
60.22	37.65	97.87	100.62	103.12

**CLASSIFICATIONS:**

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
62.85	37.65	100.50	103.25	105.75

**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:

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
58.79	37.65	96.44	99.19	101.69

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
56.13	37.65	93.78	96.53	99.03

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels



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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
54.60	37.65	92.25	95.00	97.50

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
50.84	37.65	88.49	91.24	93.74

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
58.41	37.65	96.06	98.81	101.31

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
47.80	37.65	85.45	88.20	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

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

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
59.55	37.65	97.20	99.95	102.45

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
67.74	37.65	105.39	108.14	110.64

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
66.08	37.65	103.73	106.48	108.98

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
63.24	37.65	100.89	103.64	106.14

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
61.58	37.65	99.23	101.98	104.48

**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.

TERRITORY  
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
63.24	37.65	100.89	103.64	106.14

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
52.38	37.65	90.03	92.78	95.28

**CLASSIFICATIONS:**

Driller's Helper

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
50.30	35.73	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
50.00	35.73	85.73

**CLASSIFICATIONS:**

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
49.50	35.73	85.23

**CLASSIFICATIONS:**

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
52.00	35.73	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.95	35.73	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.60	35.73	84.33

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.45	35.73	84.18

**CLASSIFICATIONS:**

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

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

TERRITORY  
ENTIRE STATE

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

FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

**CLASSIFICATIONS:**

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

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

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

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

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
57.97	37.65	95.62	98.37	100.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
51.13	37.65	88.78	91.53	94.03

**CLASSIFICATIONS:**

Driller's Helper



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

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
45.26	15.22	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
39.14	14.79	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:**

**10/01/2023**

Rate	Fringe	Total
36.84	14.63	51.47

**CLASSIFICATIONS:**

Certified Welder

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

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
35.83	14.31	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
34.68	14.23	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
28.81	13.82	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
40.33	14.87	55.20

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

**SHIFT DIFFERENTIALS:**

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

**OVERTIME:**

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

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

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

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:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.10	37.33	87.43	90.88	94.13

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**CLASSIFICATIONS:**

Screedman

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

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
49.70	37.33	87.03	90.48	93.73

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
49.80	37.33	87.13	90.58	93.83

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
49.95	37.33	87.28	90.73	93.98

**CLASSIFICATIONS:**

Raker, Luteman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

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

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
36.28	33.49	69.77

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
46.25	33.49	79.74

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
52.66	33.49	86.15

**CLASSIFICATIONS:**

Foreman

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
47.55	35.73	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

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



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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.50	35.73	84.23

**CLASSIFICATIONS:**

"B" Rate:

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
52.05	35.73	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
51.80	35.73	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
52.80	35.73	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

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

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

**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:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

**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:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

**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:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**CLASSIFICATIONS:**

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

PIPELINE - MAINLINE TRANSMISSION     Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

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

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

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY  
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

**07/01/2023**

Rate	Fringe	Total
57.34	34.70	92.04

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

**07/01/2023**

Rate	Fringe	Total
33.84	24.32	58.16

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**    **Rates Expiration Date :**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
64.70	31.84	96.54

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
64.70	31.84	96.54

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
41.00	23.56	64.56

**CLASSIFICATIONS:**

Pipeline Helper

**ASPHALT LABORERS- NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
51.80	35.73	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.50	35.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man



TERRITORY  
ENTIRE STATE

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

ASPHALT LABORERS- NORTH     Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

**CLASSIFICATIONS:**

Asphalt Laborer

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

Electrician-Utility Work (North)

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

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

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

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

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

**SHIFT DIFFERENTIALS:**

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

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

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

**OVERTIME:**

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

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

**RECOGNIZED HOLIDAYS:**

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

**Effective Dates:**

	<b>12/03/2023</b>		<b>12/01/2024</b>
Rate	Fringe	Total	Total
62.94	43.42	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	<b>12/03/2023</b>		<b>12/01/2024</b>
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

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

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
57.00	39.33	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
49.88	34.41	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
74.23	51.21	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
68.29	47.12	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

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

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
66.51	45.89	112.40	115.76

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
48.10	33.18	81.28	83.72

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

**CLASSIFICATIONS:**

Line Equipment Mechanic

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

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
38.60	26.63	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
35.63	24.58	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman

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

Electrician-Utility Work (South)

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

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

Atlantic City Electric.

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

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

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

**SHIFT DIFFERENTIALS:**

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

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

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

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

**RECOGNIZED HOLIDAYS:**

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

**WORKING RULES:**

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

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

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

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

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

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

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
69.38	57.15	126.53

**CLASSIFICATIONS:**

General Foreman

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
61.79	52.45	114.24

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
58.54	50.46	109.00

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Painter

Effective Dates:

12/03/2023

Rate	Fringe	Total
43.36	41.09	84.45

**CLASSIFICATIONS:**

Light Equipment Operator

Effective Dates:

12/03/2023

Rate	Fringe	Total
37.94	37.71	75.65

**CLASSIFICATIONS:**

Groundman Truck Driver

Effective Dates:

12/03/2023

Rate	Fringe	Total
35.23	36.05	71.28

**CLASSIFICATIONS:**

Groundman 3rd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
32.52	34.37	66.89

**CLASSIFICATIONS:**

Groundman 2nd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
29.81	32.69	62.50

**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:

12/03/2023

Rate	Fringe	Total
23.85	29.03	52.88

**CLASSIFICATIONS:**

Flagman

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

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

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**Hazardous Waste Work:**

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
75.46	35.73	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
75.01	35.73	110.74

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
74.26	35.73	109.99

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
78.01	35.73	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
73.43	35.73	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
72.91	35.73	108.64

**CLASSIFICATIONS:**

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

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
72.68	35.73	108.41

**CLASSIFICATIONS:**

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

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

TERRITORY  
ENTIRE STATE

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

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

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
72.08	35.73	107.81

**CLASSIFICATIONS:**

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

**SPECIFICATIONS**

**FOR**

**Ash Brook Restoration Project  
County of Union,  
Scotch Plains, New Jersey**

**BA#21-2024; Union County Engineering Project #2023-026  
NJDEP Emergency Authorization File #2016-23-0007.2**

**March 2024**

**UNION COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Kimberly Palmieri-Mouded, Chairwoman  
Lourdes M. Leon, Vice Chairwoman  
James E. Baker, Jr., Commissioner  
Joseph C. Bodek, Commissioner  
Michele S. Delisfort, Commissioner  
Sergio Granados, Commissioner  
Bette Jane Kowalski, 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 J. Policay, Jr., CPWM  
Director, Department of Engineering, Public Works  
Charles Chirafesi  
Director, Department of Engineering, Facilities Management

**COUNTY ENGINEER  
DIVISION OF ENGINEERING**

Ricardo Matias, PE, CME, CFM

**Prepared by:**

Ricardo Matias, PE, CME, CFM  
County of Union

Behram Turan, PE, LSRP  
CME Associates

**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 **April 23, 2024 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:

**ASHBROOK RESTORATION PROJECT  
SCOTCH PLAINS  
COUNTY OF UNION, NEW JERSEY  
BA# 21-2024; UNION COUNTY ENGINEERING PROJECT #2023-026  
NJDEP EMERGENCY AUTHORIZATION FILE #2016-23-0007.2**

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

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

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

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

**MICHELLE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING**

***Union County Board of County  
Commissioners***

---

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

NB-1

**ASH BROOK RESTORATION PROJECT**  
**BA# 21-2024; Union County Engineering Project #2023-026**  
**NJDEP EMERGENCY AUTHORIZATION FILE #2016-23-0007.2**

**TABLE OF CONTENTS**

NB-1: Notice to Bidders

**GENERAL SPECIFICATIONS**

Definitions

Section 1: BID FORM  
Section 2: WITHDRAWAL OF BID DUE TO MISTAKE  
Section 3: QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS  
Section 4: INTERPRETATIONS AND ADDENDA  
Section 5: OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS  
Section 6: BID AND PERFORMANCE GUARANTEE  
Section 7: COMMENCEMENT AND COMPLETION  
Section 8: BIDDER AFFIDAVIT  
Section 9: LABOR AND MATERIALS  
Section 10: INSURANCE REQUIREMENTS  
Section 11: INDEMNIFICATION REQUIREMENTS  
Section 12: ROYALTIES AND PATENTS  
Section 13: PLANS AND SPECIFICATIONS  
Section 14: GUARANTEE AGAINST DEFECTIVE WORK  
Section 15: TRAFFIC AND STREET MAINTENANCE  
Section 16: CONTRACTOR'S EMPLOYEES  
Section 17: OWNERSHIP DISCLOSURES REQUIRED  
Section 18: NON-COLLUSION AFFIDAVIT  
Section 19: EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES  
Section 20: COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT  
Section 21: BRAND NAME OR EQUAL  
Section 22: LINES AND GRADES  
Section 23: NUMBER OF WORKING DAYS  
Section 24: PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)  
Section 25: STOPPING WORK ON ACCOUNT OF BAD WEATHER  
Section 26: ACCESS FOR OTHER CONTRACTORS  
Section 27: CONDEMNED MATERIALS AND WORK  
Section 28: STORAGE  
Section 29: FINAL CLEAN UP  
Section 30: SUB-LETTING OF WORK  
Section 31: SAFETY  
Section 32: QUALITY, SAFETY AND PERFORMANCE STANDARDS  
Section 33: MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS  
Section 34: PERMITS  
Section 35: CONTRACTOR TO PROVIDE PROOF OF PAYMENT  
Section 36: CHANGE ORDERS  
Section 37: SUPPLEMENTAL WORK  
Section 38: FORM OF CONTRACT  
Section 39: PROGRESS PAYMENTS  
Section 40: INSPECTION  
Section 41: DAMAGES  
Section 42: LIQUIDATED DAMAGES  
Section 43: AFFIRMATIVE ACTION REQUIREMENTS  
Section 44: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

## **GENERAL SPECIFICATIONS CONTINUED**

- Section 45: DISCLOSURE OF NON-INVOLVEMENT ACTIVITIES IN RUSSIA OR BELARUS
- Section 46: COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT  
(N.J.S.A. 34:11-56.48 et. seq.)
- Section 47: UTILITIES
- Section 48: MATERIAL COMPLIANCE AND SHOP DRAWINGS
- Section 49: PRECONSTRUCTION
- Section 50: DISPUTES UNDER THE CONTRACT
- Section 51: CONTRACTOR BUSINESS REGISTRATION CERTIFICATE  
(New Mandatory Requirement – Effective 1/18/2010)
- Section 52: BID PROTEST - LEGAL FEES AND COSTS
- Section 53: AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE
- Section 54: NEW JERSEY PAY-TO-PLAY REQUIREMENTS
- Section 55: STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION
- Section 56: NEW JERSEY SALES AND USE TAX REQUIREMENTS
- Section 57: RESOLUTION No. 2014-408
- Section 58: FEDERAL TERMS

## **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 Disqualified Bidders
- Prior Negative Experience Questionnaire-Certification
- Contractor's Certification of Compliance - New Jersey Prevailing Wage Act
- Uncompleted Contracts Affidavit
- Certificate of Insurance Statement
- Collection of Use Tax on Sales to Local Governments Statement
- Time of Completion
- Disclosure of Investment Activities in Iran
- Disclosure of Non-Involvement in Activities in Russia or Belarus
- 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](mailto:ucbids@ucnj.org)

**ADDRESS BIDS AND SUBMIT TO:**

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

**TITLE OF PROJECT: ASH BROOK RESTORATION PROJECT**

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

**ENGINEER: BEHRAM TURAN, PE, LSRP – CME ASSOCIATES**

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

**COUNTY ENGINEER:**

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

**CONSTRUCTION MANAGER: BEHRAM TURAN, PE, LSRP – CME ASSOCIATES**

**GENERAL SPECIFICATIONS**

## 1. BID FORM

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

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

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

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

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

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

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

Refer to Bid Document Submission Checklist for all required documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the

account of this Work. A Performance, Labor and Materials Bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

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

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

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

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

## **7. COMMENCEMENT AND COMPLETION**

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

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

## **8. BIDDER AFFIDAVIT**

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

## **9. LABOR AND MATERIALS**

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

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

## 10. INSURANCE REQUIREMENTS

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

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

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

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

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

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

## **11. INDEMNIFICATION REQUIREMENTS**

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

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

## **12. ROYALTIES AND PATENTS**



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

### **13. PLANS AND SPECIFICATIONS**

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

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

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

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

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

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

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

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **17. OWNERSHIP DISCLOSURES REQUIRED**

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

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

(See forms attached)

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

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

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

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

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

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

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

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

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

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

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

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

## UNION LABOR IS PREFERRED ON ALL COUNTY WORK

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

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

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

## 21. BRAND NAME OR EQUAL

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

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:

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

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

## **22. LINES AND GRADES**

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

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

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

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

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

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

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

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

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

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

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

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



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

## **28. STORAGE**

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

## **29. FINAL CLEAN UP**

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

## **30. SUB-LETTING OF WORK**

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

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

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam

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

### **31. SAFETY**

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

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

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

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

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

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

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

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

### **34. PERMITS**

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

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

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

### **36. CHANGE ORDERS**

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

### **37. SUPPLEMENTAL WORK**

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

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

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

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

### **39. PROGRESS PAYMENTS**

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

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

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

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

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

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

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

#### **40. INSPECTION**

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at

any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

#### **41. DAMAGES**

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

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

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

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

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

(REVISED 01/2022)

##### **EXHIBIT B**

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

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

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

##### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

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

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

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

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

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

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

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the

construction trade, the State Training and Employment Service and other approved referral sources in the area;

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

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

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

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

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

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



copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

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

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

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

#### **44. INVESTMENT ACTIVITIES IN IRAN**

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

#### **45. NON-INVOLVEMENT ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1 et seq., Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here:

<https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### **46. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTORREGISTRATION 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.

#### **47. UTILITIES**

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

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

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

#### **48. 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.

#### **49. 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.

#### **50. 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.

## **51. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE<sup>[A1]</sup>**

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.

## **52. 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.

## **53. 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.

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

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

## **55. 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.

## 56. 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).

## 57. RESOLUTION NO. 2014-408 [A2]

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

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

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

**WHEREAS**, due to the critical impact that skilled construction craft labor

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

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

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

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

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

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

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

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



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

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

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

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

5. All contractors and subcontractors that perform significant work on any public facility or public works project shall be required to affirmatively provide evidence of and confirm compliance with proof of participation in an Apprenticeship Program currently registered and

approved by the United States Department of Labor ("USDOL"), the New Jersey Department of Labor ("NJDOL") or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs. Additionally, Apprenticeship Programs shall meet the criteria set forth in Section 8(i) of this Resolution.

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

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

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

a. The firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform[A3].

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.

\*\* This project shall not be funded with Federal Funds

## **58. FEDERAL TERMS**

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

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

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

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

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

#### 2. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

#### 3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002

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

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

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

#### 4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

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

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

#### 6. COPELAND ANTI-KICKBACK ACT

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

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

## 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

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

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

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

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



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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. TERMINATION FOR CONVENIENCE PROVISION

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

## 15. BONDING REQUIREMENTS

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

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

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

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

EDWARD T. OATMAN  
COUNTY MANAGER

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR  
DIRECTOR / DIVISION OF PURCHASING

**BID DOCUMENT SUBMISSION CHECKLIST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ 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.

Bidders name: \_\_\_\_\_

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

Bidders name: \_\_\_\_\_

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

### **BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

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

**BID FORM**

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

**Ash Brook Restoration Project  
County of Union, Scotch Plains, New Jersey  
BA#21-2024; Union County Engineering Project #2023-026  
NJDEP Emergency Authorization File #2016-23-0007.2**

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

**BASE BID ITEMS:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBOLIZATION, AND PROJECT MANAGEMENT	LS	1		
2	FURNISHING ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY FOR THE INSTALLATION OF SESC MEASURES FROM STA 0+00 TO 5+04 AND MAINTAINENCE OF ALL SOIL EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF RESTORATION ACTIVITIES.	LS	1		
3	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO INSTALL AND MAINTAIN TIMBER MATTING FROM STA 0+00 TO 5+04 THROUGHOUT THE DURATION OF THE RESTORATION ACTIVITIES. BID PRICE SHOULD INCLUDE THE REMOVAL OF THE TIMBER MATTING.	LS	1		
4	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE STREAM CLEANING FROM STA. 0+00 TO 5+04, INCLUDING BUT NOT LIMITED TO, MANAGEMENT OF STORMWATER FLOW THROUGHOUT THE DURATION OF THE CONTRACT, EXCAVATION, REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL, GRADING, AND JUTE MATTING INSTALLATION, AS REQUIRED, AS PER THE CONTRACT DRAWINGS.	LS	1		
5	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE RESTORATION OF THE UPLAND DISTURBANCE AREA, INCLUDING BUT NOT LIMITED TO SEEDING, AS PER THE CONTRACT DRAWINGS.	LS	1		

Bidders name: \_\_\_\_\_

6	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE RESTORATION OF THE WETLANDS AREA, EXCLUDING AREA FROM STA. 5+04 TO 9+48, INCLUDING BUT NOT LIMITED TO SEEDING, AS PER THE CONTRACT DRAWINGS.	LS	1		
7	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY FOR THE EXCAVATION AND DISPOSAL OF PREVIOUSLY PLACED CRUSHED STONE AND RIP RAP TO THE COUNTY DPW FACILITY LOCATED AT 301 SHUNPIKE ROAD, SPRINGFIELD, NJ.	CU.YD.	1,200		

**TOTAL BASE BID AMOUNT:**

Written \_\_\_\_\_

Figures \_\_\_\_\_

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

ONE HUNDRED THOUSDAND DOLLARS

\$100,000

Written

Figures

**ALTNERATE "A" BID ITEMS – ADDITIONAL RESTORATION AND MATTING RENTAL:**

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
A1	MATTING RENTAL ALLOWANCE FOR EXISTING TIMBER MATTING ONSITE.	ALLOW	ALLOW	\$100,000	\$100,000
A2	FURNISHING ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY FOR THE INSTALLATION OF SESC MEASURES FROM STA 5+04 TO 9+48.	LS	LS		
A3	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO INSTALL AND MAINTAIN TIMBER MATTING FROM STA 5+04 TO 9+48 THROUGHOUT THE DURATION OF THE RESTORATION ACTIVITIES. BID PRICE SHOULD INCLUDE THE REMOVAL OF THE TIMBER MATTING.	LS	LS		
A4	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE STREAM CLEANING FROM STA. 5+04 TO 9+48, INCLUDING BUT NOT LIMITED TO, MANAGEMENT OF STORMWATER FLOW THROUGHOUT THE DURATION OF THE	LS	LS		



Bidders name: \_\_\_\_\_

	CONTRACT, EXCAVATION, REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL, GRADING, AND JUTE MATTING INSTALLATION, AS REQUIRED, AS PER THE CONTRACT DRAWINGS.				
A5	FURNISHING OF ALL MATERIAL, LABOR, EQUIPMENT, AND OTHER ESSENTIALS NECESSARY TO PERFORM THE RESTORATION OF THE WETLANDS AREA, FROM STA. 5+04 TO 9+48, INCLUDING BUT NOT LIMITED TO SEEDING, AS PER THE CONTRACT DRAWINGS.	LS	LS		

**TOTAL ALTERNATE BID AMOUNT:**

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

Bidders name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**NAME OF INSURANCE COMPANY**

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**ORIGINAL SIGNATURE**  
**ATTORNEY-IN-FACT FOR INSURANCE CO.**

**NOTE:            PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT  
                         MUST BE SUBMITTED.**

Bidders name: \_\_\_\_\_

**BIDDER SIGNATURE PAGE**

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.
3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid**.
4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ADDRESS OF BIDDER**

\_\_\_\_\_  
**ORIGINAL SIGNATURE  
CORPORATE SECRETARY**

\_\_\_\_\_  
**PRINT NAME AND TITLE  
CORPORATE SECRETARY**

**TEL:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**E-Mail:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**ORIGINAL SIGNATURE**

**Corporate Seal**

\_\_\_\_\_  
**PRINT OR TYPE NAME AND TITLE**

**WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type)     Limited Liability Company (LLC)

Partnership     Limited Partnership     Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Union** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **County of Union** to notify the **County of Union** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County of Union** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**SUBCONTRACTOR IDENTIFICATION STATEMENT**

**LIST OF SUBCONTRACTORS**

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

**CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK**

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

Specific Scope of Work Subcontracted: \_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

Specific Scope of Work Subcontracted: \_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

Specific Scope of Work Subcontracted: \_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

**IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.**

(Continued on following page)

Bidders name: \_\_\_\_\_

**SUBCONTRACTOR IDENTIFICATION CERTIFICATION**

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

\_\_\_\_\_  
**Witness**

**Date** \_\_\_\_\_

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**ADDRESS**

**By:** \_\_\_\_\_  
**ORIGINAL SIGNATURE ONLY**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

Bidders name: \_\_\_\_\_

**ACKNOWLEDGMENT OF ADDENDUM**

**COUNTY OF UNION**

\_\_\_\_\_  
**(Name of Construction /Public Works Project)**

\_\_\_\_\_  
**(Project or Bid Number)**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<b>Local Unit Reference Number or Title of Addendum/Revision</b>	<b>How Received (mail, fax, pick-up, etc.)</b>	<b>Date Received</b>

**ACKNOWLEDGMENT BY BIDDER:**

**NAME OF BIDDER:** \_\_\_\_\_

**ORIGINAL SIGNATURE:** \_\_\_\_\_

**PRINTED NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**CONTRACTOR BUSINESS REGISTRATION CERTIFICATE**

New Mandatory Requirement - Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue;
- or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the "online" link and then select "Register for Tax and Employer Purposes" or call the Division at 609-292-1730.

**Note: A NJ Certificate of Authority is not acceptable.**

**FAILURE** to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bids.

**FAILURE** of the bidder or any subcontractor named on the bid to be registered prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

**IN ADDITION:**

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Bidders name: \_\_\_\_\_

## **BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the County of Union is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the County of Union with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Proof of registration must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids. If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the County of Union a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME: TAX REG TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION #: 870-007-382/000  
SEQUENCE NUMBER: 0107230  
ADDRESS: 847 ROEBLING AVE, TRENTON, NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01

FORM NJ-REG(02-01)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name: CLIENT REGISTRATION  
Address: 847 ROEBLING AVE, TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112813533

ATTACH BRC HERE

Bidders name: \_\_\_\_\_

**AFFIRMATIVE ACTION REQUIREMENT**

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer*.

**If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**ORIGINAL SIGNATURE**

\_\_\_\_\_  
**PRINT OR TYPE NAME AND TITLE**

\_\_\_\_\_  
**DATE THIS FORM IS COMPLETED**

Bidders name: \_\_\_\_\_

**EXPERIENCE STATEMENT**

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

By: \_\_\_\_\_  
ORIGINAL SIGNATURE ONLY

\_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND TITLE

**YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.**





Bidders name: \_\_\_\_\_

**Contractor Registration Advisement**  
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor and Workforce Development. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit  
New Jersey Department of Labor and Workforce Development  
Division of Wage & Hour Compliance  
PO Box 389  
Trenton, New Jersey 08625-0389  
Telephone: 609-292-9464  
Fax: 609-633-8591  
E-mail: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us)

**AMERICANS WITH DISABILITIES ACT**  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 US.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name \_\_\_\_\_ (Please print or type)

Signature \_\_\_\_\_ Date \_\_\_\_\_



**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. \_\_\_\_\_  
(Name of Bidder)
2. \_\_\_\_\_  
(Permanent Main Office Address)
3. \_\_\_\_\_  
(When Organized)
4. \_\_\_\_\_  
(If a Corporation, where incorporated)
5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? \_\_\_\_\_
6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? \_\_\_\_\_
7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. General character of work performed by you. \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a Contract? \_\_\_\_\_ If so, complete details, including where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)**

11. Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name? If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

12. List your major equipment available for this Contract.

\_\_\_\_\_  
 \_\_\_\_\_

13. Experience in the construction work similar in importance to this Project.

\_\_\_\_\_  
 \_\_\_\_\_

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? \_\_\_\_\_. If so, list prior classification.

15. Background and experience of the principal members of your organization, including the officers.

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

16. Bank Reference. (Name, Address, Phone, Representative) \_\_\_\_\_

17. Will you, upon request, fill out a detailed financial statement? \_\_\_\_\_

Bidders name: \_\_\_\_\_

18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.

19. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Mobile \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
BIDDER (Print Name)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/\_\_\_\_\_  
Specify Other State

My Commission Expires \_\_\_\_\_, 20\_\_.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**



Bidders name: \_\_\_\_\_

**CONTRACTOR PERFORMANCE RECORD**  
**CERTIFICATION**

The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/ \_\_\_\_\_  
Specify Other State

My Commission Expires \_\_\_\_\_, 20\_\_.



**PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE**

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

\_\_\_\_\_ yes                      \_\_\_\_\_ no    If yes, please provide full, detailed explanation.

---

---

---

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

\_\_\_\_\_ yes                      \_\_\_\_\_ no    If yes, please provide full, detailed explanation.

---

---

---

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

\_\_\_\_\_ yes                      \_\_\_\_\_ no    If yes, please provide full, detailed explanation.

---

---

---

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contract for goods or services with a public entity?

\_\_\_\_\_ yes                      \_\_\_\_\_ no    If yes, please provide full, detailed explanation.

---

---

---

Bidders name: \_\_\_\_\_

**PRIOR NEGATIVE EXPERIENCE CERTIFICATION**

I hereby certify that the above statements are true and accurate as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/ \_\_\_\_\_  
Specify Other State

My Commission Expires \_\_\_\_\_, 20\_\_.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**



**TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED**

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE - NEW JERSEY PREVAILING WAGE ACT**

**TO:** County of Union  
Division of Engineering  
2325 South Avenue  
Scotch Plains, New Jersey 07076

**CONTRACT:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al \*, the undersigned contractor on the public work being performed for:

**COUNTY OF UNION**

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ORIGINAL SIGNATURE ONLY**

**STATE OF NEW JERSEY**  
**COUNTY OF** \_\_\_\_\_

Being by me duly sworn according to law, on his oath deposes and says that \_\_\_\_\_ is \_\_\_\_\_ of \_\_\_\_\_ the above named contractor, and that the facts set forth in the above statement are true.

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/ \_\_\_\_\_  
Specify Other State

My Commission Expires \_\_\_\_\_, 20\_\_.

\* N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

Bidders name: \_\_\_\_\_

**UNCOMPLETED CONTRACTS AFFIDAVIT**  
(To be Submitted with DPMC Form 701)

**PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS**

<b>ENTITY</b>	<b>PROJECT TITLE</b>	<b>ORIGINAL CONTRACT AMOUNT</b>	<b>UNCOMPLETED AMOUNT AS OF BID OPENING DATE</b>	<b>NAME AND TELEPHONE NUMBER OF PARTY TO BE CONTACTED FROM ENTITY FOR VERIFICATION</b>

**TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$** \_\_\_\_\_

**BIDDER:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/ \_\_\_\_\_  
Specify Other State

My Commission Expires \_\_\_\_\_, 20\_\_.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidders name: \_\_\_\_\_

**CERTIFICATE OF INSURANCE STATEMENT**

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
BIDDER (Print Name)

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidders name: \_\_\_\_\_

**COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT**

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

\_\_\_\_\_  
BIDDER (Signature)

\_\_\_\_\_  
BIDDER (Print Name)

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidders name: \_\_\_\_\_

**TIME OF COMPLETION**

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **60 (SIXTY) calendar days** from the date of the notice to proceed.

I, \_\_\_\_\_ of \_\_\_\_\_  
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified \_\_\_\_\_  
SIGNATURE

**SITE VISIT – GENERAL CONTRACTOR**

I, \_\_\_\_\_ of \_\_\_\_\_  
NAME (Print or type) COMPANY

Visited the site of the work on \_\_\_\_\_  
SIGNATURE

Bidders name: \_\_\_\_\_

COUNTY OF UNION NEW JERSEY  
Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: \_\_\_\_\_ Vendor/Bidder: \_\_\_\_\_

**PART 1**

**CERTIFICATION**

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury’s Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department’s website at <http://www.state.nj.us/treasury/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor’s/Bidder’s proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). Disregard Part 2 and complete and sign the Certification below.

**OR**

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box “B” above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: \_\_\_\_\_  
RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_  
DESCRIPTION OF ACTIVITIES: \_\_\_\_\_  
DURATION OF ENGAGEMENT: \_\_\_\_\_  
ANTICIPATED CESSATION DATE: \_\_\_\_\_  
VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_  
VENDOR/BIDDER CONTACT PHONE#: \_\_\_\_\_

*Attach Additional Sheets If Necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_



Bidders name: \_\_\_\_\_

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"<sup>i</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach Additional Sheets If Necessary.)*

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor's FEIN

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number

\_\_\_\_\_  
Vendor's Address (Street Address)

\_\_\_\_\_  
Vendor's Fax Number

\_\_\_\_\_  
Vendor's Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor's Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

<b>STANDARD BID DOCUMENT REFERENCE</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.



**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- Sole Proprietorship (skip Parts III and IV)   
  Non-Profit Corporation (skip Parts III and IV)  
 For-Profit Corporation (any type)   
  Limited Liability Company (LLC)   
  Partnership  
 Limited Partnership   
  Limited Liability Partnership (LLP)  
 Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	
<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of</b>			

<b>Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
<b>Name of Individual or Organization</b>	
<b>Physical Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Physical Address</b>	
<b>OR</b>	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**Section C – Part III Certification**

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>** \_\_\_\_\_ . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**



**Section A**

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	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.
--	---

<input type="checkbox"/>			
<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
	<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>	<b>Physical Address</b>	
**Add additional Sheets if necessary**			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION  
(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

N/A – My agency does not engage in any lobbying activities

<b>1. Type of Federal Action:</b>  <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b>  <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b>  <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CDFA NUMBER, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (las name, first name, MI):	
<b>11. Information request through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone NO.:</b> _____ <b>Date:</b> _____	

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.



## STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 2019 Edition; is added to and/or amended elsewhere herein by the Notice to Contractors (Advertisement), Proposal, Information for Bidders, General Conditions, Supplemental Conditions, Project Plans, and Supplementary Specifications; shall, insofar as technical requirements are involved, govern in the execution of this project.

Such Standard Specifications are made a part of these Specifications by this reference and will not be repeated herein. It is the responsibility of prospective bidders to familiarize themselves with these Standard Specifications, copies of which may be examined at the office of the Engineer and may be obtained, upon payment of the cost thereof, from:

Department of Transportation  
State of New Jersey  
1035 Parkway Avenue  
Trenton, New Jersey 08625

The Notice to Contractors (Advertisement), Proposal, General Conditions, Special Provisions, Project Plans and/or Supplementary Specifications shall govern and prevail in the case of conflict between them and the Standard Specifications.

In these Standard Specifications the words "COMMISSIONER" or "DEPARTMENT" shall refer to and mean the person, persons, body, board or agent legally empowered to enter into contracts and otherwise legally act for the Owner. The word "STATE" shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word "ENGINEER" shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word "INSPECTOR" shall mean the authorized project representative of the Engineer with the authority as hereinbefore defined. The word "LABORATORY" shall mean and refer to the Engineer who may, at his discretion, and with the consent of the Owner, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the "LABORATORY" in these Standard Specifications.

When reference is made herein to the bulletins, standards, specifications, publications or requirements of the American Association of State Highway Official (AASHO), the American Concrete Institute (ACI), the American Society of Civil Engineers (ASCE) or similar national or regional societies, associations, institutes or organizations; the requirements of the bulletins, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.



STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

**PREVAILING WAGE RATE DETERMINATION**

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

**Prevailing Wage Rate**

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

**W** = Wage Rate per Hour                      **B** = Fringe Benefit Rate per Hour\*                      **T** = Total Rate per Hour

\* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

**Apprentice Rate Schedule**

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

## **Comments/Notes**

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## **Public Works Contractor Registration**

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## **Snow Plowing**

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/01/24
Journeyman (Mechanic)	W45.23 B30.03 T75.26

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
Wage and Bene	40%	50%	60%	70%	80%	Bene = %	of Jnymn	Bene		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/12/24
Foreman	W54.11 B47.08 T101.19
General Foreman	W56.11 B48.14 T104.25
Journeyman	W49.11 B45.31 T94.42

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	65%	70%	75%	80%	85%	90%	95%			
1000 Hours										
Benefit =	38.33	39.30	40.32	41.31	42.32	43.32	44.30			

**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 7 1/2 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/12/24
Foreman	W35.88 B17.89 T53.77
General Foreman	W36.38 B17.89 T54.27
Mechanic	W34.38 B17.89 T52.27

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	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									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
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. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Carpenter                      PREVAILING WAGE RATE**

	05/04/23
Foreman	W62.72 B37.56 T100.28
Journeyman	W54.54 B32.73 T87.27

**Craft: Carpenter                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59% of	Appren	tice	Wage	for all	intervals	+ \$0.56			

**Ratio of Apprentices to Journeymen - 1:3**

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

**Craft: Carpenter                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL            PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits   59% of apprentice wage rate for all intervals + \$0.56

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/04/23
Foreman	W62.72 B37.47 T100.19
Journeyman	W54.54 B32.64 T87.18

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59%	of	Appren	tice	Wage	for all	intervals	+ \$0.47		

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES REGISTERED AS OF 5-1-19:

INTERVAL      PERIOD AND RATES  
 Yearly    40%    55%    65%    80%  
 Benefits   59% of apprentice wage rate for all intervals + \$0.47

**FOREMAN REQUIREMENTS:**

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 10%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Carpenter-Residential Construction**

**PREVAILING WAGE RATE**

	07/19/23
Foreman	W52.62 B11.78 T64.40
Journeyman	W45.76 B10.97 T56.73

**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	+ \$5.47			

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Carpenter-Residential Construction**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 6:00 AM and 9:00 AM.

**RESIDENTIAL CONSTRUCTION:**

All residential construction (excluding commercial buildings and institutional housing), no more than four (4) floors in height above grade consisting of those projects involving the construction, alteration, or repair of town houses or row houses, single family homes, mobile homes, multi-family homes, mixed-use buildings that include commercial space on the first floor or below grade, and apartment buildings.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Cement Mason**

**COMMENTS/NOTES**

\*\*\*See "Bricklayer, Stone Mason" Rates\*\*\*



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

	05/02/23
Foreman	W48.02 B29.51 T77.53
General Foreman	W52.38 B29.51 T81.89
Journeyman	W43.65 B29.51 T73.16

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	8.85	8.85	11.25	11.25	12.30	12.30	15.10	15.10		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Commercial Painter**

**COMMENTS/NOTES**

\* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

	06/01/23
Foreman	W59.23 B51.72 T110.95
Foreman (Concrete Form Work)	W58.13 B38.36 T96.49
Journeyman	W51.50 B51.72 T103.22
Journeyman (Concrete Form Work)	W50.55 B38.36 T88.91

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.60	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:

INTERVAL	PERIOD AND RATES			
Yearly	20.22	25.28	32.86	40.44
Benefits	26.14	for all	intervals	

**CREOSOTE HANDLING:**

When handling creosote products on land piling, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

**HAZARDOUS WASTE WORK:**

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

**CERTIFIED WELDER:** When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

**FOREMAN REQUIREMENTS:**

The first Dockbuilder/Pile Driver on the job shall be designated a Foreman.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**SHIFT DIFFERENTIAL:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis and receive an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	05/02/23
Foreman	W47.17 B29.54 T76.71
General Foreman	W49.31 B29.54 T78.85
Journeyman	W42.88 B29.54 T72.42

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	11.45	Intervals	3 to 4 =	14.33	Intervals	5 to 6 =	18.04	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Electrician**

**PREVAILING WAGE RATE**

	05/29/23	06/03/24
Cable Splicer	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (11-20 Journeymen)	W72.39 B45.95 T118.34	W74.15 B47.84 T121.99
Foreman (1-3 Journeymen)	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (4-10 Journeymen)	W71.15 B45.17 T116.32	W72.89 B47.02 T119.91
General Foreman (21-30 Journeymen)	W74.24 B47.14 T121.38	W76.06 B49.06 T125.12
General Foreman (31-60 Journeymen)	W80.43 B51.07 T131.50	W82.39 B53.15 T135.54
General Foreman (61+ Journeymen)	W81.67 B51.85 T133.52	W83.66 B53.97 T137.63
Journeyman	W61.87 B39.30 T101.17	W63.38 B40.89 T104.27
Sub-Foreman	W70.52 B44.79 T115.31	W72.25 B46.61 T118.86

**Craft: Electrician**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician**

**COMMENTS/NOTES**

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**THESE RATES ALSO APPLY TO THE FOLLOWING:**

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

**FOREMAN REQUIREMENTS:**

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**PREVAILING WAGE RATE**

	12/04/23	12/02/24
Journeyman Technician (1-2 Workers on Job)	W47.08 B27.78 T74.86	W48.21 B28.45 T76.66
Master Tech/General Foreman (26 + Workers on Job)	W61.20 B36.12 T97.32	W62.67 B36.99 T99.66
Senior Technician/Lead Foreman (16-25 Workers on Job)	W56.03 B33.05 T89.08	W57.37 B33.86 T91.23
Technician A/Foreman (9-15 Workers on Job)	W53.67 B31.67 T85.34	W54.96 B32.43 T87.39
Technician B/Working Foreman (4-8 Workers on Job)	W51.32 B30.28 T81.60	W52.55 B31.01 T83.56
Technician C/Foreman (3 Workers on Job)	W48.96 B28.89 T77.85	W50.14 B29.59 T79.73

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.45	7.45	8.51	9.15	10.22	11.49	12.98	14.26	15.76	17.24

**Ratio of Apprentices to Journeymen - 2:3**

**Craft: Electrician - Teledata (15 Voice/Data Lines & Less)**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 11-28-22:

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.67	7.67	8.76	9.43	10.52	11.84	13.38	14.69	16.22	17.76

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-4-23:

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.88	7.88	9.00	9.68	10.80	12.15	13.73	15.09	16.66	18.23

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-2-24:

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	8.07	8.07	9.22	9.91	11.07	12.45	14.06	15.44	17.06	18.68

**NOTES:**

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies .

The regular workday shall be 8 hours, between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM) shall receive 8 hours pay for 7.5 hours work + an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM) shall receive 8 hours pay for 7 hours work + an additional 15% of the regular rate, per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked Monday through Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for a day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Saturday holidays will be observed the preceding Friday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Electrician - Teledata (16 Instruments & More)**

**PREVAILING WAGE RATE**

See "Electrician" Rates

**Craft: Electrician - Teledata (16 Instruments & More)**

**COMMENTS/NOTES**

\*\*\*See ELECTRICIAN Rates\*\*\*

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	05/29/23	06/03/24
Cable Splicer	W68.37 B42.89 T111.26	W70.04 B44.66 T114.70
Certified Welder	W65.26 B40.95 T106.21	W66.86 B42.62 T109.48
Equipment Operator	W62.15 B39.00 T101.15	W63.67 B40.60 T104.27
Foreman (11-20 Journeymen workers on job)	W72.72 B45.62 T118.34	W74.50 B47.50 T122.00
Foreman (1-3 Journeymen workers on job)	W68.37 B42.89 T111.26	W70.04 B44.66 T114.70
Foreman (4-10 Journeymen workers on job)	W71.47 B44.86 T116.33	W73.23 B46.70 T119.93
General Foreman (21-30 Journeymen workers on job)	W74.58 B46.81 T121.39	W76.41 B48.71 T125.12
General Foreman (31-60 Journeymen workers on job)	W80.80 B50.70 T131.50	W82.78 B52.76 T135.54
General Foreman (61+ Journeymen workers on job)	W82.04 B51.48 T133.52	W84.05 B53.58 T137.63
Groundman	W37.29 B23.41 T60.70	W38.21 B24.35 T62.56
Journeyman Lineman/Technician	W62.15 B39.00 T101.15	W63.67 B40.60 T104.27
Sub-Foreman	W70.85 B44.46 T115.31	W72.59 B46.27 T118.86

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	61.75% of	Journey	man	wage	+	\$.01				

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 5-29-23:

Interval                      Period and Rates  
 1000 Hours 60% 65% 70% 75% 80% 85% 90%  
 Benefits 62.75% of the Journeyman wage + \$.01

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

Interval                      Period and Rates  
 1000 Hours 60% 65% 70% 75% 80% 85% 90%  
 Benefits 63.75% of the Journeyman wage + \$.01

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular worday shall be 8 hours, between 8:00 AM and 4:30 PM.

**FOREMAN REQUIREMENTS:**

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
- 3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

**OVERTIME:**

Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

Thanksgiving Day and Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

**Craft: Electrician-Utility Work (North)**

**COMMENTS/NOTES**

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

\* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	32.52	35.23	37.94	40.65	43.36	46.07	48.78			
Benefits	28.97	30.65	32.31	33.98	35.69	37.36	39.02			

**Craft: Electrician-Utility Work (South)**

**COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	03/29/23
Journeyman	W77.49 B45.23 T122.72

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	34.60	42.62	50.37	58.12						
Benefits	35.56	36.49	38.02	39.55						

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

**OVERTIME:**

For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one days wages (8 hours) plus double the hourly rate for all hours worked.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Elevator Modernization & Service**

**PREVAILING WAGE RATE**

	03/29/23
Journeyman	W60.89 B44.07 T104.96

**Craft: Elevator Modernization & Service**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	34.60	33.49	39.58	45.67						
Benefits	35.50	36.07	37.52	38.97						

**Ratio of Apprentices to Journeymen - 1:1**

**Craft: Elevator Modernization & Service**

**COMMENTS/NOTES**

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime:

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Glazier                      PREVAILING WAGE RATE**

	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**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	50%	55%	60%	65%	70%	75%	80%	90%		
6 Months										
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

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Heat & Frost Insulator**

**PREVAILING WAGE RATE**

	09/19/23
Foreman	W60.97 B37.97 T98.94
General Foreman	W63.31 B39.08 T102.39
Journeyman	W58.69 B37.41 T96.10

**Craft: Heat & Frost Insulator**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	27.51	32.64	39.31	45.91						
Benefits	21.73	25.78	28.63	31.61						

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Heat & Frost Insulator**

**COMMENTS/NOTES**

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

**SHIFT DIFFERENTIAL:**

- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

**OVERTIME:**

The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	09/19/23
Asbestos Helper	W36.89
Abatement	B24.92
	T61.81

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

**OVERTIME:** The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day and Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Industrial Painter- Bridges**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W64.29 B35.91 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W66.79 B35.91 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W59.29 B35.91 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

**Craft: Industrial Painter- Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	50%	70%	90%						
Benefits	14.10	21.26	27.88							

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Bridges**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as bridges.

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Industrial Painter- Structural Steel**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W53.03 B33.56 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W55.53 B33.56 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W48.03 B33.56 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

**Craft: Industrial Painter- Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Structural Steel**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Industrial Painter- Water Tanks**

**PREVAILING WAGE RATE**

	03/21/24	02/01/25	02/01/26
Foreman	W54.08 B33.21 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W56.58 B33.21 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W49.08 B33.21 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

**Craft: Industrial Painter- Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	50%	70%	90%							
6 Months										
Benefits	14.10	21.26	27.88							

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Industrial Painter- Water Tanks**

**COMMENTS/NOTES**

\* Industrial Painters perform work on all industrial structures, such as water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Ironworker                      PREVAILING WAGE RATE**

	07/07/23
Rod /Fence Foreman	W49.89 B49.67 T99.56
Rod/Fence Journeyman	W46.89 B49.67 T96.56
Structural Foreman	W52.19 B49.67 T101.86
Structural Journeyman	W49.19 B49.67 T98.86

**Craft: Ironworker                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			
Benefits	same as	journeyma n	amount							

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Ironworker                      COMMENTS/NOTES**

**HAZARDOUS WASTE WORK:** On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + \$3.00 per hour

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.

**FOREMAN REQUIREMENTS:**

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule is established, the first, or day shift , shall be established on an 8 hour basis .The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, and the third shift shall receive the regular rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

**OVERTIME:**

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	09/05/23
Foreman	W44.75 B24.71 T69.46
Journeyman (Handler)	W39.78 B24.71 T64.49

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	22.07	25.75	29.42	33.10						
Benefits	22.06	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	11/14/23
Class A Journeyman	W38.25 B32.42 T70.67
Class B Journeyman	W37.25 B32.42 T69.67
Class C Journeyman	W31.70 B32.42 T64.12
Foreman	W43.00 B32.42 T75.42
General Foreman	W47.75 B32.42 T80.17

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	60%	70%	80%	90%	of Class B	wage rate				
6 Months										
Benefit	29.17	29.17	29.17	29.17						

**Ratio of Apprentices to Journeymen - \***

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Building**

**COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzle men on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.98	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Laborer-Residential and Modular Construction**

**PREVAILING WAGE RATE**

	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.90 B5.45 T29.35

**Craft: Laborer-Residential and Modular Construction**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
	As shown	800 hours	600 hours	600 hours						
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

**Craft: Laborer-Residential and Modular Construction**

**COMMENTS/NOTES**

\* SKILLED TRADESMAN- any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**OVERTIME:**

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOILDAYS:**

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.





**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 Field Engineer Apprentice per Survey Crew.

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/01/23
Apprentice (1st year)	W29.89 B15.70 T45.59
Apprentice (2nd year)	W34.10 B26.65 T60.75
Foreman (Charge Person)	W43.10 B27.43 T70.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W38.33 B27.43 T65.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W42.10 B27.43 T69.53

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Paperhanger                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W52.82 B29.51 T82.33
Journeyman	W48.02 B29.51 T77.53

**Craft: Paperhanger                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

**Craft: Paperhanger                      COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans Day, Thanksgiving Day, Christmas Day



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

hours on Sundays and holidays shall be paid at double time, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays are observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See Bricklayer, Stone Mason Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

\*\*\*See BRICKLAYER, STONE MASON Rates\*\*\*

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Plumber                      PREVAILING WAGE RATE**

	05/02/23
Foreman	W64.25 B41.62 T105.87
General Foreman	W68.41 B41.62 T110.03
Journeyman	W59.49 B41.62 T101.11

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	17.09	23.48	25.72	27.96	30.19					

**Ratio of Apprentices to Journeymen - \***

\* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

**Craft: Plumber                      COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours between 7:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays, shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Roofer                      PREVAILING WAGE RATE**

	06/13/23
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.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**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 through Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four(4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	07/19/23
Foreman	W58.90 B49.52 T108.42
General Foreman	W59.90 B49.52 T109.42
Journeyman	W55.40 B49.52 T104.92

**Craft: Sheet Metal Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Sheet Metal Worker**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive \$1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

**SHIFT DIFFERENTIAL:**

- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Sprinkler Fitter**

**PREVAILING WAGE RATE**

	01/01/24
Foreman	W71.06 B38.11 T109.17
General Foreman	W74.55 B38.11 T112.66
Journeyman	W66.56 B38.11 T104.67

**Craft: Sprinkler Fitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

**Craft: Sprinkler Fitter**

**COMMENTS/NOTES**

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval                      Period and Rates  
 1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%  
 Ben.      14.31 14.31 29.86 29.86 29.86 29.86 Intervals 7-10 Journey. 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.      14.31 14.31 29.86 29.86 29.86 29.86 Intervals 7-10 Journey. Ben.

The regular workday consists of 8 consecutive hours between 6:00 AM and 4:30 PM.

**FOREMAN REQUIREMENTS:**

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any "off hours" shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

**OVERTIME:**

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.  
 Four 10 hour days may be worked, Monday through Friday, at straight-time.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.





**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/01/24
Tile Setter	W63.47 B39.89 T103.36

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	benefit	rate

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	01/01/24
Grinder or Assistant	W58.96 B40.83 T99.79
Mechanic	W60.57 B40.84 T101.41
Terrazzo Resinous Worker	W50.50 B33.23 T83.73

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES						
1500 Hours	35%	45%	60%	70%	80%	90%	100%

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

**OVERTIME:**

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	05/01/23	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Dump truck, Asphalt Distributor, Tack Spreader	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Euclid-type vehicles (large, off-road equipment)	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Helper on Asphalt Distributor truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Low Boy Driver	W45.16 B41.78 T86.94	W47.01 B43.28 T90.29
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Straight 3-axle truck	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Tractor Trailer (all types)	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Vacuum or Vac-All truck (entire unit)	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Winch Trailer	W43.76 B41.78 T85.54	W45.61 B43.28 T88.89

**Craft: Truck Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

**HAZARDOUS WASTE REMOVAL:**

- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional \$3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional \$1.00 per hour.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

TRUCK FOREMAN: \$.75 cents per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.

**SHIFT DIFFERENTIAL:**

- Shifts starting at 4:00 PM (2nd Shift): + \$3.00 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.
- Benefits on overtime shall be \$40.03.
- As of 5-1-23, benefits on overtime shall be \$41.53.
- As of 5-1-24, benefits on overtime shall be \$43.03.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veteran's Day.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - UNION**

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	05/01/23	05/01/24
Driver	W35.87 B41.78 T77.65	W37.62 B43.28 T80.90

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

**BLENDED RATE:**

When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

Truck Foreman/Shop Steward: +\$0.25 per hour

**SHIFT DIFFERENTIALS:**

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - UNION

**Craft: Welder                      PREVAILING WAGE RATE**

Welder

**Craft: Welder                      COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .

# STATEWIDE RATES

**OPERATING ENGINEERS**    **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
57.63	37.65	95.28	98.03	100.53

**CLASSIFICATIONS:**

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) \* receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
57.63	37.65	95.28	98.03	100.53

**CLASSIFICATIONS:**

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**CLASSIFICATIONS:**

- Asphalt Curbing Machine
- Asphalt Plant Engineer
- Asphalt Spreader
- Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)
- Autograde Curecrete Machine (CMI & similar types)
- Autograde Tube Finisher & Texturing Machine (CMI & similar types)
- Bar Bending Machines (Power)
- Batcher, Batching Plant, & Crusher [On Site]
- Belt Conveyor System
- Boom-Type Skimmer Machine
- Bridge Deck Finisher
- Bulldozer (all sizes)
- Captain (Power Boats)
- Car Dumper (railroad)
- Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)
- Compressor (2 or 3 battery)
- Concrete Breaking Machine
- Concrete Cleaning/Decontamination Machine
- Concrete Finishing Machine
- Concrete Saw or Cutter (ride-on type)
- Concrete Spreader (Hetzl, Rexomatic & similar types)
- Concrete Vibrator

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**CLASSIFICATIONS:**

- Conveyors - under 125 feet
- Crane Signalman
- Crushing Machine
- Directional Boring Machine
- Ditching Machine - Small (Ditchwitch, Vermeer or similar types)
- Dope Pot - Mechanical (with or without pump)
- Dumpster
- Elevator
- Fireman
- Fork Lift (Economobile, Lull & similar types)
- Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)
- Generator (2 or 3 battery)
- Giraffe Grinder
- Goldhofer/Hydraulic Jacking Trailer
- Grader & Motor Patrols
- Grout Pump
- Gunnite Machine (Excluding nozzle)
- Hammer - Vibratory (in conjunction with generator)
- Heavy Equipment Robotics - Operator/Technician
- Hoist (roof, tigger, aerial platform hoist, house car)
- Hopper
- Hopper Doors (power operated)
- Ladder (motorized)



**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**CLASSIFICATIONS:**

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
55.72	37.65	93.37	96.12	98.62

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
50.38	37.65	88.03	90.78	93.28

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
47.80	37.65	85.45	88.20	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

OPERATING ENGINEERS     Rates Expiration Date :

Effective Dates:

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
57.96	37.65	95.61	98.36	100.86

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

**CLASSIFICATIONS:**

- Autograde Pavement Profiler (CMI & similar types)
- Autograde Pavement Profiler - Recycle Type (CMI & similar types)
- Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)
- Autograde Slipform Paver (CMI & similar types)
- Backhoe (Excavator)
- Central Power Plant
- Concrete Paving Machine
- Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.
- Draglines
- Drill, Bauer, AMI and similar types
- Drillmaster, Quarrymaster
- Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill
- Elevator Grader
- Field Engineer-Chief of Party
- Front End Loader (5 cu. yards or larger)
- Gradall
- Grader, Rago
- Helicopter Co-Pilot
- Helicopter Communications Engineer
- Juntann Pile Driver
- Locomotive (large)
- Mucking Machine

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

<b>07/01/2023</b>			<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

**CLASSIFICATIONS:**

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

**OPERATING ENGINEERS**    **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
54.09	37.65	91.74	94.49	96.99

**CLASSIFICATIONS:**

- Chipper
- Compressor (single)
- Concrete Spreader (small type)
- Conveyor Loader (Except elevator graders)
- Engines, Large Diesel (1620 HP) & Staging Pump
- Farm Tractor
- Fertilizing Equipment (operation & maintenance)
- Fine Grade Machine (small type)
- Form Line Grader (small type)
- Front End Loader (under 1 cubic yard)
- Generator (single)
- Grease, Gas, Fuel, & Oil Supply Trucks
- Heaters (Nelson or other type)
- Lights - portable generating light plant
- Mixer, Concrete (small)
- Mulching Equipment (operation & maintenance)
- Power Broom or Sweeper
- Pump (diesel engine & hydraulic - regardless of power)
- Pump (larger than 2 inch suction, including submersible pumps)
- Road Finishing Machine (small type)
- Roller - grade, fill, or stone base
- Seeding Equipment (operation & maintenance)
- Sprinkler & Water Pump Trucks

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
54.09	37.65	91.74	94.49	96.99

**CLASSIFICATIONS:**

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and maintenance)

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
61.04	37.65	98.69	101.44	103.94

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
65.72	37.65	103.37	106.12	108.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
64.72	37.65	102.37	105.12	107.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to 139 ft.

**OPERATING ENGINEERS**     **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
61.22	37.65	98.87	101.62	104.12

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
63.72	37.65	101.37	104.12	106.62

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
60.22	37.65	97.87	100.62	103.12

**CLASSIFICATIONS:**

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.



**STRUCTURAL STEEL ERECTION**    **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
62.85	37.65	100.50	103.25	105.75

**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:

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
58.79	37.65	96.44	99.19	101.69

**CLASSIFICATIONS:**

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
56.13	37.65	93.78	96.53	99.03

**CLASSIFICATIONS:**

- Aerial Platform Used On Hoists
- Apprentice Engineer/Oiler with Compressor or Welding Machine
- Captain (Power Boats)
- Compressor (2 or 3 in battery)
- Concrete Cleaning/Decontamination Machine Operator
- Conveyor or Tugger Hoist
- Directional Boring Machine
- Elevator or House Car
- Fireman
- Forklift
- Generator (2 or 3)
- Heavy Equipment Robotics, Operator/Technician
- Maintenance Utility Man
- Master Environmental Maintenance Technician
- Tug Master (Power Boats)
- Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician
- Vacuum Blasting Machine Operator/Maintenance Technician
- Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
54.60	37.65	92.25	95.00	97.50

**CLASSIFICATIONS:**

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
50.84	37.65	88.49	91.24	93.74

**CLASSIFICATIONS:**

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
58.41	37.65	96.06	98.81	101.31

**CLASSIFICATIONS:**

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
47.80	37.65	85.45	88.20	90.70

**CLASSIFICATIONS:**

Field Engineer - Rodman or Chainman

**STRUCTURAL STEEL ERECTION**      **Rates Expiration Date :**

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
59.55	37.65	97.20	99.95	102.45

**CLASSIFICATIONS:**

Field Engineer-Chief of Party

Vacuum Truck

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
67.74	37.65	105.39	108.14	110.64

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
66.08	37.65	103.73	106.48	108.98

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
63.24	37.65	100.89	103.64	106.14

**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:**

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
61.58	37.65	99.23	101.98	104.48

**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.

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

STRUCTURAL STEEL ERECTION      Rates Expiration Date :

Effective Dates:

07/01/2023			07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
63.24	37.65	100.89	103.64	106.14

**CLASSIFICATIONS:**

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST      Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for \* tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- \* FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

**OVERTIME:**

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
59.22	37.65	96.87	99.62	102.12

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	07/01/2023		07/01/2024	07/01/2025
Rate	Fringe	Total	Total	Total
52.38	37.65	90.03	92.78	95.28

**CLASSIFICATIONS:**

Driller's Helper

**FREE AIR TUNNEL JOBS**     **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
50.30	35.73	86.03

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
50.00	35.73	85.73

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman



TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

**FREE AIR TUNNEL JOBS**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
49.50	35.73	85.23

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
52.00	35.73	87.73

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.95	35.73	84.68

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.60	35.73	84.33

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.45	35.73	84.18

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

FREE AIR TUNNEL JOBS      Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
48.05	35.73	83.78

**CLASSIFICATIONS:**

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

**DRILL FOR GROUND WATER SUPPLY**    **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
57.97	37.65	95.62	98.37	100.87

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

	<b>07/01/2023</b>		<b>07/01/2024</b>	<b>07/01/2025</b>
Rate	Fringe	Total	Total	Total
51.13	37.65	88.78	91.53	94.03

**CLASSIFICATIONS:**

Driller's Helper

**OPERATING ENGINEERS MARINE-DREDGING**    **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

**OVERTIME:**

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
45.26	15.22	60.48

**CLASSIFICATIONS:**

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
39.14	14.79	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:**

**10/01/2023**

Rate	Fringe	Total
36.84	14.63	51.47

**CLASSIFICATIONS:**

Certified Welder

**OPERATING ENGINEERS MARINE-DREDGING**     **Rates Expiration Date :**

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
35.83	14.31	50.14

**CLASSIFICATIONS:**

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
34.68	14.23	48.91

**CLASSIFICATIONS:**

Boat Operator

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
28.81	13.82	42.63

**CLASSIFICATIONS:**

Shoreman, Deckhand, Rodman, Scowman

**Effective Dates:**

**10/01/2023**

Rate	Fringe	Total
40.33	14.87	55.20

**CLASSIFICATIONS:**

Crane Operator

MICROSURFACING/SLURRY SEAL     Rates Expiration Date :

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

\*\*\*IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.\*\*\*

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
36.50	21.27	57.77

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
33.80	21.27	55.07

**CLASSIFICATIONS:**

Box man

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Microsurface/Slurry Preparation

**Effective Dates:**

**03/01/2017**

Rate	Fringe	Total
31.75	21.27	53.02

**CLASSIFICATIONS:**

Squeegee man

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

MICROSURFACING/SLURRY SEAL      Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

**CLASSIFICATIONS:**

Cleaner, Taper

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:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

Paving Foreman

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.10	37.33	87.43	90.88	94.13

**CLASSIFICATIONS:**

Head Raker

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**CLASSIFICATIONS:**

Screedman



**ASPHALT LABORERS - SOUTH**     **Rates Expiration Date :**

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
49.70	37.33	87.03	90.48	93.73

**CLASSIFICATIONS:**

Tampers, Smoothers, Kettlemen,  
Painters, Shovelers, Roller Boys

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
49.80	37.33	87.13	90.58	93.83

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
49.95	37.33	87.28	90.73	93.98

**CLASSIFICATIONS:**

Raker, Luteman

**TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH**      **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:  
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

**SHIFT DIFFERENTIAL:**

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
36.28	33.49	69.77

**CLASSIFICATIONS:**

Helper (4th year helper)

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
46.25	33.49	79.74

**CLASSIFICATIONS:**

Driller

**Effective Dates:**

**12/01/2023**

Rate	Fringe	Total
52.66	33.49	86.15

**CLASSIFICATIONS:**

Foreman

**HEAVY & GENERAL LABORERS - NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
47.55	35.73	83.28

**CLASSIFICATIONS:**

**"D" Rate:**

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

**"C" Rate:**

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.50	35.73	84.23

**CLASSIFICATIONS:**

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
52.05	35.73	87.78

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
51.80	35.73	87.53

**CLASSIFICATIONS:**

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
52.80	35.73	88.53

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**HEAVY & GENERAL LABORERS - SOUTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

**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:**

	03/21/2024		03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

**CLASSIFICATIONS:**

wagon drill or drill master helper; powder carrier; magazine tender; signal man

**HEAVY & GENERAL LABORERS - SOUTH**      **Rates Expiration Date :**

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

**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:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

**CLASSIFICATIONS:**

wagon or directional drill operator; drill master

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

**CLASSIFICATIONS:**

blaster

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

**Effective Dates:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

**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:**

<b>03/21/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**CLASSIFICATIONS:**

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION     Rates Expiration Date :

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
  - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
  - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

CLASSIFICATIONS:

Pipeline Journeyman Welder



TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

PIPELINE - MAINLINE TRANSMISSION      Rates Expiration Date :

Effective Dates:

07/01/2023

Rate	Fringe	Total
57.34	34.70	92.04

**CLASSIFICATIONS:**

Pipeline Journeyman

Effective Dates:

07/01/2023

Rate	Fringe	Total
33.84	24.32	58.16

**CLASSIFICATIONS:**

Pipeline Helper

**PIPELINE - GAS DISTRIBUTION**     **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

**SHIFT DIFFERENTIALS:**

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of forty per week, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
64.70	31.84	96.54

**CLASSIFICATIONS:**

Pipeline Journeyman Welder

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
64.70	31.84	96.54

**CLASSIFICATIONS:**

Pipeline Journeyman

**Effective Dates:**

**11/01/2023**

Rate	Fringe	Total
41.00	23.56	64.56

**CLASSIFICATIONS:**

Pipeline Helper

**ASPHALT LABORERS- NORTH**    **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**FOR TIDE WORK** (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
51.80	35.73	87.53

**CLASSIFICATIONS:**

Asphalt Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.50	35.73	84.23

**CLASSIFICATIONS:**

Asphalt Screedman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
48.25	35.73	83.98

**CLASSIFICATIONS:**

Asphalt Raker or Lute Man

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

ASPHALT LABORERS- NORTH      Rates Expiration Date :

Effective Dates:

03/01/2023

Rate	Fringe	Total
47.55	35.73	83.28

**CLASSIFICATIONS:**

Asphalt Laborer

**ELECTRICIAN- UTILITY WORK (NORTH)**     **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

**Effective Dates:**

	<b>12/03/2023</b>		<b>12/01/2024</b>
Rate	Fringe	Total	Total
62.94	43.42	106.36	109.56

**CLASSIFICATIONS:**

Chief Lineman

**Effective Dates:**

	<b>12/03/2023</b>		<b>12/01/2024</b>
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

**CLASSIFICATIONS:**

Journeyman Lineman

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

**CLASSIFICATIONS:**

Special License Operator

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

**CLASSIFICATIONS:**

Transit Man

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
57.00	39.33	96.33	99.21

**CLASSIFICATIONS:**

Line Equipment Operator

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
49.88	34.41	84.29	86.81

**CLASSIFICATIONS:**

Dynamite Man

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
74.23	51.21	125.44	129.20

**CLASSIFICATIONS:**

General Foreman

**Effective Dates:**

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
68.29	47.12	115.41	118.85

**CLASSIFICATIONS:**

Assistant General Foreman

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
66.51	45.89	112.40	115.76

**CLASSIFICATIONS:**

Line Foreman

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
48.10	33.18	81.28	83.72

**CLASSIFICATIONS:**

Street Light Mechanical Leader

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

**CLASSIFICATIONS:**

Groundman Winch Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

**CLASSIFICATIONS:**

Groundman Truck Operator

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

**CLASSIFICATIONS:**

Street Light Mechanic

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

**CLASSIFICATIONS:**

Line Equipment Mechanic

**ELECTRICIAN- UTILITY WORK (NORTH)**      **Rates Expiration Date :**

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
38.60	26.63	65.23	67.17

**CLASSIFICATIONS:**

Groundman 2nd Year

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
35.63	24.58	60.21	62.02

**CLASSIFICATIONS:**

Groundman 1st Year

**Effective Dates:**

<b>12/03/2023</b>			<b>12/01/2024</b>
Rate	Fringe	Total	Total
58.79	40.56	99.35	102.32

**CLASSIFICATIONS:**

Line Equipment Foreman



**ELECTRICIAN- UTILITY WORK (SOUTH)    Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North), see the "Outside Commercial Rates" for the county in which the jobsite is located.

\* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 7:00 AM and 4:30 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

**SHIFT DIFFERENTIALS:**

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

**WORKING RULES:**

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
69.38	57.15	126.53

**CLASSIFICATIONS:**

General Foreman

**ELECTRICIAN- UTILITY WORK (SOUTH)**      **Rates Expiration Date :**

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
61.79	52.45	114.24

**CLASSIFICATIONS:**

Foreman

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
58.54	50.46	109.00

**CLASSIFICATIONS:**

Small Job Foreman

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Heavy Equipment Operator

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Cable Splicer

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Lineman

**Effective Dates:**

**12/03/2023**

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH)      Rates Expiration Date :

Effective Dates:

12/03/2023

Rate	Fringe	Total
54.20	47.78	101.98

**CLASSIFICATIONS:**

Journeyman Painter

Effective Dates:

12/03/2023

Rate	Fringe	Total
43.36	41.09	84.45

**CLASSIFICATIONS:**

Light Equipment Operator

Effective Dates:

12/03/2023

Rate	Fringe	Total
37.94	37.71	75.65

**CLASSIFICATIONS:**

Groundman Truck Driver

Effective Dates:

12/03/2023

Rate	Fringe	Total
35.23	36.05	71.28

**CLASSIFICATIONS:**

Groundman 3rd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
32.52	34.37	66.89

**CLASSIFICATIONS:**

Groundman 2nd Year

Effective Dates:

12/03/2023

Rate	Fringe	Total
29.81	32.69	62.50

**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:

12/03/2023

Rate	Fringe	Total
23.85	29.03	52.88

**CLASSIFICATIONS:**

Flagman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**     **Rates Expiration Date :**

**\*\*THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY\*\***

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

**SHIFT DIFFERENTIALS:**

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, or outside of the regular workday that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

**Hazardous Waste Work:**

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
75.46	35.73	111.19

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
75.01	35.73	110.74

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
74.26	35.73	109.99

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
78.01	35.73	113.74

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
73.43	35.73	109.16

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
72.91	35.73	108.64

**CLASSIFICATIONS:**

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
72.68	35.73	108.41

**CLASSIFICATIONS:**

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY  
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS      Rates Expiration Date :

**Effective Dates:**

**03/01/2023**

Rate	Fringe	Total
72.08	35.73	107.81

**CLASSIFICATIONS:**

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

**SPECIAL PROVISIONS ASH BROOK RESTORATION PROJECT;  
NJDEP EMERGENCY AUTHORIZATION FILE #2016-23-0007.2;  
BA#21-2024; UNION COUNTY ENGINEERING PROJECT #2023-026  
TOWNSHIP OF SCOTCH PLAINS, COUNTY OF UNION**

**AUTHORIZATION OF CONTRACT**

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

**SPECIFICATIONS TO BE USED**

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project. However, the Contractor is advised that with respect to bidding requirements and conditions, as well as the award and execution of contract, the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package shall prevail over the 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation.

These Special Provisions consist of the following:

Addition and amendments to the NJDOT specifications.

Attachment A – PSEG & Union County Right of Entry Agreement.

**WAGE RATES**

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

**GENERAL**

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.



Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.03 TERMS

THE FOLLOWING TERMS ARE OMITTED:

**Federal Aid Project.** Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

**Federal Aid Project Attachments.** Attachments to the Contract Special Provision document, used for Federal Aid Projects.

\*\* No federal funds shall be used for this project.

THE FOLLOWING TERMS ARE CHANGED OR ADDED:

**Commissioner.** The term “Commissioner” means the Mayor of the municipality when the Contract is to be executed by a municipality, either as created by law, acting or through his duly authorized representatives, such representative acting within the scope of the particular duties delegated to them.

**Department.** The term “Department” means the Owner where the Contract is to be executed.

**Department Laboratory.** The term “Department Laboratory” means the testing laboratory retained by the Owner, or as the Owner may designate.

**Engineer.** The term “Engineer” means the Owner’s Engineer, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

**R.E.** The abbreviation “R.E” means the Owner’s field representative having direct supervision of the administration of the Contract as designed by each Municipal Engineer in the Cooperative.

**Contracting Agency.** The term “contracting agency” means the public entity who issues the Master Contract. The Contracting Agency is the Union County.

**Full Traffic Access.** All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

**Wholly State Funded Project:** Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

**actual cost:** The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

## **101.04 INQUIRIES REGARDING THE PROJECT**

SUBSECTION 1 IS MODIFIED AS FOLLOWS

1. **Before Award of Contract.** Submit inquiries to the following individual:

Behram Turan, PE, LSRP  
CME Associates  
3759 US Highway 1 South – Suite 100  
Monmouth Junction, NJ 08852  
Email: [bturan@cmeusa1.com](mailto:bturan@cmeusa1.com)  
Telephone: (732) 951-2101

2. **After Award of Contract.**

Behram Turan, PE, LSRP  
CME Associates  
3759 US Highway 1 South – Suite 100  
Monmouth Junction, NJ 08852  
Email: [bturan@cmeusa1.com](mailto:bturan@cmeusa1.com)  
Telephone: (732) 951-2101

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.10 SUBMISSION OF BIDS**

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Pursuant to P.L. 2022, c.3. In accordance with legislation, P.L. 2022, c3 enacted to require contractor on public works projects to sign a certification that they are not engaged in prohibited activities in Russia or Belarus except as permitted by federal law. If the Bidder certified that they engaged in activities prohibited by P.L. 2022, c.3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after the certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Department shall not award the Bidder any contracts, renew any contracts, and shall be required to terminate any contract(s) the person or entity holds with the Department that were issued on or after the effective date of P.L. 2022, c.3.

### **102.13.01 BIDDER PRE-AWARD REQUIREMENTS**

#### **A. Federal Aid Projects**

This section intentionally left blank.

\*\* No federal funds shall be used for this project.

THE FOLLOWING IS ADDED IN PART B:

#### **B. State Funded Projects**

\*\* No state funds shall be used for this project.

## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

THE FOLLOWING IS ADDED WITH RESPECT TO THE AFOREMENTIONED REMOVED SECTIONS:

With respect to bidding requirements and conditions, as well as the award and execution of contract, the Contractor shall comply with the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package. The County's contract requirements shall prevail over the 2019 NJDOT Standard Specifications with respect to the same.

## **SECTION 105 – CONTROL OF WORK**

### **105.07.01 Working in the Vicinity of Utilities**

#### **A. Initial Notice.**

THE FOLLOWING IS ADDED

A listing of respective utility purveyors is provided within the contract plans. The Contractor shall be responsible for contacting the respective utilize purveyors prior to construction commencement to acquire utility mark-outs.

## **SECTION 106 – CONTROL OF MATERIAL**

### **106.03 FOREIGN MATERIALS**

THE FOLLOWING IS ADDED AFTER PARAGRAPH 44

The Contractor's attention is directed to all existing Federal and State statutes and regulations which prohibit on any Public Work, the use of materials produced or manufactured outside of the United States of America. Exceptions to this prohibition, upon the findings of the R.E., are allowed only where such enforcement would be inconsistent with public interest or where the materials is not produced or manufactured in the United States in commercial quantities and of sufficient quality.

If the R.E. finds that in performance of the Contract there has been a failure to comply with the provisions relative to foreign materials, the R.E. shall make public such findings and no other Contract for the construction of any Public Work by this contracting agent shall be awarded to such Contractor, or to any Partnership, Association, or Corporation, with which such Contractor is associated or affiliated, within a period of three (3) years after such findings is made public.

When the use of foreign material is allowed by the R.E. such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United State shall be delivered to a location, approved by the R.E., where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expense, any testing which the R.E. feels necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a Certificate of Compliance. In addition, certified mill test reports shall be attached to the Certificate of Compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of Compliance shall contain the information as previously described above.

On project utilizing Federal funds, the Contractor's particular attention is directed to the Federal Statutes and regulations which establish the "Buy American" requirements applicable to the project. The Contractor must comply with these requirements in addition to those provided under applicable State Law.

## SECTION 107 – LEGAL RELATIONS

### 107.11 RISKS ASSUMED BY THE CONTRACTOR

#### 107.11.02 General Insurance

SUBSECTIONS A AND B OF THIS SECTION ARE REMOVED AND REPLACED WITH THE FOLLOWING

The Contractor (i) shall purchase from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, and shall carry, the insurance described in subparagraphs A through D below, in the minimum limits shown, for the purpose of protecting the Contractor and, under the insurance described in subparagraphs B through D below, its Additional Insureds, including the Owner (Union County), the Engineer (Engineering Firm as applicable) each of the municipalities in which the onsite Work is to be performed, as well as their respective agents, officers and employees, from claims (including claims for damages for bodily injury, including accidental or wrongful death, as well as claims for property damage) which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; (ii) shall obtain and deliver to the Owner the Certificates of Insurance required by subparagraph E below; (iii) shall also ensure that all of its Subcontractors carry the coverages described in subparagraphs A through E below, in the minimum limits shown, it being understood, however, that a Subcontractor shall be excused from carrying any of such insurance only if such Subcontractor is named an Additional Insured under the Contractor's policy or policies; and (iv) shall obtain and deliver to the Owner copies of Certificates of Insurance from all such Subcontractors confirming the existence of their required insurance coverage:

(A) Worker's Compensation Insurance

The Contractor shall carry Worker's Compensation Insurance in accordance with the Statutes of The State of New Jersey. Under Coverage A, Worker's Compensation, such coverage will be Statutory. Under Coverage B, Employers' Liability, such coverage will be unlimited as respects employees subject to the New Jersey Workers' Compensation Law, and not less than \$1,000,000 for other employments or exposures.

(B) Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance equal in form to that offered under the latest version of Standard ISO (Insurance Services Office) Form CG0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage under the Commercial General Liability Insurance policy may not be restricted by any endorsement attached thereto. The policy limits shall not be less than:

\$1,000,000	Each Occurrence.
\$100,000	Fire Legal Liability.
\$1,000,000	Personal and Advertising Injury Liability.
\$2,000,000	General Aggregate**.
\$2,000,000	Completed Operations/Products Liability/Aggregate.

\*\* The General Aggregate shall apply separately for each project or location of the Contractor.

(C) Business Auto Liability Insurance

The Contractor shall carry Business Auto Liability Insurance coverage under the latest version of Standard ISO Form CA0001, as filed with and approved by the New Jersey Department of Banking and Insurance. The coverage shall be provided for **either** Symbol 1 (“Any Auto”) **or** Symbol 7 (‘All Scheduled Vehicles’) **plus** Symbol 8 (‘Hired Vehicles’) **plus** Symbol 9 (‘Non-Owned Vehicles’). This coverage shall be not less than \$1,000,000 Each Occurrence; and the Owner, the Engineer and each of the municipalities in which the on-site work is to be performed, as well as their respective agents, officers and employees, shall be named as Additional Insureds.

(D) Umbrella Liability Insurance

For a Contract for **more than \$250,000**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than \$5,000,000** Each Occurrence and Annual Aggregate.

For a Contract for **\$250,000 or less**, the Contractor shall carry Umbrella Liability Insurance in a limit **not less than \$1,000,000** Each Occurrence and Annual Aggregate.

No such Umbrella Liability Insurance policy shall be more restrictive than the coverage provided for under the above-described primary policies.

Any such Umbrella Liability Insurance policy shall contain a clause stating that, in the event the primary coverage is impaired or exhausted, such policy shall take effect (drop down) and act as primary coverage until the exhaustion of its limits.

(E) **Certificates of Insurance: If the Contractor has submitted a Consent of Insurance as part of his submission, then in that event, after the Bid of the Contractor has been accepted by the Owner, but simultaneously with the Contractor’s entry into a Contract with the Owner, the Contractor shall obtain from its insurer(s) and deliver to the Owner copies of Certificate[s] of insurance (i) confirming that all of the above-described coverage is in full force and effect, (ii) stating the limits of liability and the expiration dates of each policy and type of coverage, (iii) listing all required Additional Insureds, and (iv) stating that the Owner will receive not less than 30 days’ advance written notice of either a cancellation of any coverage prior to the expiration date of any policy or any non-renewal (as of the expiration date of any policy) of any insurance coverage. Renewal Certificates covering the renewals of all policies expiring during the life of the Contract shall be filed with the Owner not less than 10 days before the expiration of all such policies.**

The insurance required above shall be written for not less than the limits of liability specified therein. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interpretation from date of commencement of the Work until the date of final payment and the termination of any coverage required to be maintained after final payment.

The forms and/or amounts of insurance to be furnished by the Contractor and each of its Subcontractors shall not in any way operate to relieve or limit the liability of the Contractor or any Subcontractor under the Contract or any other of the Contract Documents.

The Contractor shall not commence work under the Contract until all insurance required of the Contractor has been obtained and has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Owner. Approval of such insurance by the Owner shall not relieve or decrease the liability of the Contractor under the Contract or the Contract Documents.

The Contractor and each of its Subcontractors shall purchase from and maintain insurance with companies which, as of the time of the Bid (in the case of the Contractor) and as of the time of the purchase (in the case of the Subcontractor), have at the very least an A Minus rating by A.M. Best & Company.

All of the insurance to be provided shall be considered to be primary insurance as respects the Owner, the Engineer and the municipalities in which the on-site Work is to be performed. The Contractor will save harmless, indemnify and defend the Owner, the Engineer and the municipalities in which the on-site Work is to be performed, as well as their respective agents, officers and employees, from any and all claims arising out of the Contractor's performance.

THE FOLLOWING SECTION IS REMOVED

### **SECTION 108 – PROSECUTION AND COMPLETION**

With respect to the prosecution and completion of the contract, the Contractor shall comply with the requirements established within the Instructions to Bidders, General Conditions, and Bid Documents sections provided elsewhere within this specifications package. The County's contract requirements shall prevail over the 2019 NJDOT Standard Specifications with respect to the same.

#### **108.10 CONTRACT TIME**

All proposed improvements associated with the Ashbrook Restoration Project shall be completed within 60 (sixty) calendar days after notice to proceed, weather permitting, including any and all awarded alternates.

The contractor shall price accordingly to account for weather delays, holidays, and review of shop drawings, and any other potential delays typical of a project of this duration and magnitude. No consideration will be given for extensions or additional compensation due to these delays.

## **DIVISION A – ADDITIONAL TECHNICAL SPECIFICATIONS**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

The project shall include the following at a minimum:

- Mobilization/demobilization to and from the project site, as well as project management throughout the duration of the Contract.
- Furnishing of all material, labor, equipment, and other essentials necessary for the installation of additional soil erosion sediment control (SESC) measures, maintenance of all SESC measures throughout the duration of construction, including removal at the end of the project.
- Furnishing of all material, labor, equipment, and other essentials necessary for the excavation of approximately 1,200 cubic yards of previously placed crushed stone

and rip rap to the County DPW facility located at 301 Shunpike Road, Springfield, NJ.

- Furnishing of all material, labor, equipment, and other essentials necessary for the installation of additional timber matting and maintenance of all timber matting throughout the duration of the Contract, as per the Contract Drawings.
- Furnishing of all material, labor, equipment, and other essentials necessary to perform the stream cleaning, including but not limited to, management of stormwater flow throughout the duration of the Contract, excavation, transportation and disposal of excavated material, grading, and installation of jute matting, as per the Contract Drawings.
- Furnishing of all material, labor, equipment, and other essentials necessary for the restoration of the upland disturbance area, including but not limited to, seeding, as per the Contract Drawings.
- Furnishing of all material, labor, equipment, and other essentials necessary for the restoration of the wetland transition area, including but not limited to, seeding, as per the Contract Drawings.
- Furnishing of all material, labor, equipment, and other essentials necessary for the restoration of the wetland area, including but not limited to, seeding, as per the Contract Drawings.

## 1.2 PERFORMANCE REQUIREMENTS

- A. Work to be completed within 60 Calendar Days.
- B. Contractor must meet all PSEG requirements, see Right of Entry Agreement.

## 1.3 SUBMITTALS

- A. Wetland Seed Mix and other Seed Mix (specified in the Contract Drawings)
  - a Certification of seed from seed vendor for each shipment of seed mixture arriving on Site. These certifications shall include the botanical and common names grass species, guaranteed percentages of purity, weed content, and germination of the seed, and also the net weight and date of shipment.
  - b Planting and maintenance schedule indicating anticipated dates and locations for each type of planting. Ensure compliance with local soil conservation district guidelines. Correlate dates to provide maintenance of grass from date of substantial completion milestone.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Water shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.

### 2.2 DELIVERY & STORAGE OF MATERIAL

- A. Deliver and storage of materials to project site must be coordinated in a fashion as to not violate the right of entry agreement of regulations surround underground utilities. The Storage of materials on site must be kept to an absolute minimum.
- B. Store and handle materials must be conducted in a safe and efficient manner and in compliance with all state and federal regulations.

## PART 3 – EXECUTION



3.1 JOB CONDITIONS

- A. It shall be the responsibility of the Contractor to ensure the proper job site conditions prior to conducting any field activities, specifically after rain events that may impact the site.
- B. The Contractor shall take into consideration all above ground and below ground utilities during all field operations.

3.2 COUNTY FORCES TO BE USED

- A. The County shall supply four (4) tandem trucks and drivers to be used to transport the crushed stone and rip rap material to the County Facility.

3.3 WORK HOURS

- A. The bid shall consider all work to be performed during regular business hours, Monday through Friday.

3.4 REMOVAL OF STONE AND RIP RAP

- A. The contractor shall separate soil from the stone / rip rap using the appropriate screening buckets.

3.5 811 ONE CALL AND UTILITES

- A. The Contractor is responsible to call the 811 mark out and is responsible to ensure site safety and security throughout the project.
- B. Contractor is made aware of the presence of a high-pressure gas main operated by Enbridge Gas and overhead electrical transmission lines operated by PSEG. All rules and regulations must be followed according to the law and Right of Entry agreement.

**END OF SECTION**

## RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (hereinafter "Agreement") is made as of this 7<sup>th</sup> day of December, 2023 between Public Service Electric and Gas Company (hereinafter "PSE&G") with an office at 80 Park Plaza, Newark, New Jersey 07102, and the County of Union, New Jersey, (hereinafter "Union") with an office at 10 Elizabethtown Plaza, Elizabeth, New Jersey 07202. PSE&G and Union collectively shall be referred to as the "Parties."

**WHEREAS**, PSE&G is the owner of certain real property located at Block 14201, Lot 2 on the Tax Map of the Township of Scotch Plains, County of Union, State of New Jersey (the "Property"); and

**WHEREAS**, on or about October 17, 2023, Union, without notice to or approval of PSE&G, accessed the Property to conduct certain activities causing encroachment and damage to the Property; and

**WHEREAS**, PSE&G issued a cease and desist letter to Union, dated October 26, 2023, a copy of which is attached hereto as Exhibit A, directing Union to take such actions as are necessary to remove all encroachments from the Property and restore the Property to the satisfaction of PSE&G and any applicable regulator(s); and

**WHEREAS**, Union is requesting access to the Property in the locations shown on Exhibit B (the "Work Areas") in order to perform the removal and restoration work described in the Scope of Work attached hereto as Exhibit C (the "Work");

**NOW THEREFORE**, for the purposes set forth above, and in consideration of the recitals and mutual promises contained herein, which the Parties acknowledge constitute good and valuable consideration, PSE&G and Union agree as follows:

1. PSE&G hereby grants Union, including its agents, servants, employees, contractors and subcontractors, a non-transferable right to enter on, occupy and use only those portions of the Property depicted on Exhibit B as the "Work Areas" to conduct the Work at reasonable hours pursuant to the conditions set forth in this Agreement.
2. The Work is subject to the prior review and approval of PSE&G. Any Work and activities being done by Union, its employees, agents, contractors and/or subcontractors or assigns, shall be performed in accordance with the attached Scope of Work, as approved by PSE&G. Any change to the Scope of Work requires prior notice to and approval of PSE&G.
3. Any Work or activities performed by Union, its agents, servants, employees, contractors and subcontractors shall not, to the greatest extent possible, interfere with PSE&G's or its affiliates' or licensees' use of the Property. Access to the Property by PSE&G personnel or any affiliate's or licensee's personnel shall not be impeded at any time and any of PSE&G's or its affiliate's or licensee's work shall take precedence over Union's work or activities.

4. Any Work or activities performed on the Property shall be at the sole cost and expense of Union. None of the activities of Union shall damage or negatively impact the Property or any structures on the Property in any respect. All Work and activities of Union shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations.

5. Union agrees to protect the Property and all of the property of PSE&G, its affiliates or licensees and will, at its sole cost and expense, repair any damage caused by the Work, activities or operations performed by its agents, servants, employees, contractors and subcontractors. During the performance of any Work or activity on the Property, Union, its agents, servants, employees, contractors and subcontractors shall at all times provide suitable barriers and other safety measures, including but not limited to, maintaining suitable work area protection, and shall take such other protective measures as reasonably directed by PSE&G.

6. All Work and activities being done by Union, its employees, agents, contractors and/or subcontractors or assigns, shall be performed in accordance with all provisions of the New Jersey Statute commonly known as the "High Voltage Proximity Act," codified at N.J.S.A. 34:6-47.1 to 47.9 inclusive, as amended and supplemented, concerning safety precautions to be taken in the proximity of certain electric conductors installed above ground, and in accordance with all rules and regulations promulgated by the Commissioner of Labor and Industry of New Jersey. Such work shall also be in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and all applicable rules and regulations issued thereunder, potentially including but not limited to 29 CFR 1926.550 and in accordance and in compliance with the latest edition of the National Electrical Safety Code and applicable building codes.

7. All Work and activities being done by Union, its employees, agents, contractors and/or subcontractors or assigns, shall be performed in accordance with OSHA Standard 1910.333(c) to maintain clearance between energized conductors and Union's construction equipment.

8. All Work done by Union its employees, agents, contractors and/or subcontractors or assigns, shall comply with all applicable Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968 codified at 49 App. USC 2001, et seq. and to the regulations promulgated thereunder and codified at 49 CFR, Part 192, et seq., and to the "Underground Facility Protection Act" N.J.S.A. 48:2-73 et seq. and the penalties thereunder. Union shall notify One Call Systems, Inc. by telephone at 1-800-272-1000 at least three (3) days prior to the commencement of any excavation on the Property.

9. Union hereby releases and shall indemnify, defend and hold harmless PSE&G from and against any claim, demand, suit or action, and any liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which PSE&G incurs in the defense of any such claim, suit or similar such demand made or filed by any third party against PSE&G to the extent same arises out of or relates to Union, its employee's, agent's, contractor's, subcontractor's or assign's actions or omissions in performing the Work. Provided,

however, Union shall have no obligation to indemnify and hold harmless PSE&G with respect to any claim, demand, suit or action, and any liability, loss, damage or judgment that may arise therefrom, as well as against any fees, costs, charges or expenses which PSE&G incurs in the defense of any such claim, suit or similar such demand made or filed by any third party against PSE&G to the extent same exclusively arises out of the gross negligence or willful misconduct of PSE&G or any third party in privity with PSE&G.

10. Union, if so required to perform the Work, shall apply for and obtain all regulatory approvals, permits and consents necessary for the conduct of the Work. If such permits or approvals are necessary, Union shall provide to PSE&G copies of the applications for all such regulatory approvals and shall allow PSE&G to review and provide comments on such applications before Union submits those applications to the regulatory entity. Union shall provide to PSE&G copies of any and all correspondence with the New Jersey Department of Environmental Protection regarding any environmental activities conducted at the Property.

11. Union shall pay for all materials and labor used on the Property by Union and shall hold PSE&G harmless on all mechanics' or materialmens' liens asserted against the Property as a result of the conduct of Union, its contractors, subcontractors, suppliers and vendors. If any mechanics' or materialmens' liens are filed on the Property, Union shall discharge such lien immediately.

12. Union shall notify PSE&G immediately after the occurrence thereof, of all accidents, including any discharges of hazardous substances to the environment, arising out of Union's performance of Work on the Property and/or use and occupancy of the Property or observation of any evidence of discharge of hazardous substance to the environment. Such notice shall not relieve Union of its obligations under this Agreement, and shall not be construed to be other than a mere notification.

13. Union shall notify Nelson Dias III Director Outside Plant Construction & Maintenance, Electric Transmission & Distribution at 862-221-8452 and Nelson.DiasIII@pseg.com. three business (3) days prior to the start of the Work. Prior to conducting the Work, all contractors entering the site must attend an on-site safety training session to be provided by PSE&G. A PSE&G representative or a representative of PSE&G's affiliate may be scheduled to oversee the Work. In the event that the PSE&G representative or his/her designee determines that Union's Work or activities will unduly interfere with the operations of PSE&G's or its affiliates' facilities or constitute a hazard to life or property, Union, its agents, servants, employees, contractors and subcontractors shall immediately suspend its Work and activities until such time as PSE&G reasonably determines that the Work or activities may safely resume.

14. Union shall reimburse PSE&G or its affiliates, for the reasonable costs and expenses of personnel, inspectors, labor, materials, equipment, and any other costs and expenses incurred in connection with any review of plans, documents or field inspection and supervision of the Work performed by PSE&G, its employees, contractors or agents.

15. Union shall immediately notify PSE&G when the Work is completed. Any solid waste materials generated as a result of the activities conducted by Union shall be removed and

disposed of in accordance with all applicable federal, state and local laws and regulations. Union shall provide prior notification to PSE&G's Project Manager – Environmental Projects, James Sullivan at 856-371-4230 of the intended disposal facility to where the waste will be taken. No debris shall be stockpiled or otherwise stored on the Property. Union shall remove any excavated soil that is not or cannot be reused on the Property in accordance with all applicable federal, state and local laws and regulations and shall identify itself as the generator on all manifests and shipping papers necessary for the off-site disposition of such material. Any petroleum impacts should be remediated in accordance with all applicable federal, state and local laws and regulations. PSE&G shall be provided with copies of all shipping papers, hazardous waste manifests or other related documents. No fill material may be used at the Property without the prior approval of PSE&G.

16. If applicable, all groundwater utilized as a result of activities conducted by Union shall be stored in Frac Tanks and removed from the site and disposed of in accordance with all applicable federal, state and local laws and regulations. Union shall arrange for transport and disposal of groundwater by PSE&G approved vendors only. PSE&G shall be provided with copies of all shipping papers, hazardous waste manifests or other related documents.

17. Union, its contractors and subcontractors shall carry insurance at the levels set forth on Exhibit D. All liability coverage shall name PSE&G as an additional insured and provide that this coverage is primary and without right of contribution from insurance carried by PSE&G. Prior to access to the Property, Union will deliver certificates of insurance to PSE&G evidencing that this coverage is in effect.

18. No Party to this Agreement is empowered to alter or amend any term of this Agreement unless such alteration or amendment is in writing and has been signed by both Parties. This provision cannot be orally waived.

19. Anything to the contrary notwithstanding, the terms and conditions of this Agreement and the rights and obligations created as a result thereof, shall be binding upon and inure to the benefit of the Parties hereto, their officers, directors, agents, and employees.

20. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. This Agreement may not be recorded.

21. All notices to be provided to PSE&G pursuant to this Agreement shall be sent in writing to:

Roger J. Trudeau  
Manager-Corporate Real Estate  
PSEG Services Corporation  
80 Park Plaza-T20  
Newark, New Jersey 07102  
Roger.trudeau@pseg.com

With a copy to:

Kieran Brown  
Associate Counsel - Environmental  
PSEG Services Corporation  
80 Park Plaza-T10  
Newark, New Jersey 07102  
Kieran.brown@pseg.com

And a copy to:

Jacob Skaist  
Associate Counsel - Property  
PSEG Services Corporation  
80 Park Plaza-T10  
Newark, New Jersey 07102  
Jacob.skaist@pseg.com

All notices to be provided to Union pursuant to this Agreement shall be sent to:

Edward T. Oatman  
County Manager  
Union County Administration Building  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207  
eoatman@ucnj.org

With a copy to:

Ricardo Matias  
County Engineer  
2371 South Avenue  
Scotch Plains, NJ 07076  
rmatias@ucnj.org

And a copy to:

Bruce H. Bergen, Esq.  
Union County Counsel  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207  
bbergen@ucnj.org

22. The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such Parties for the purpose of duly binding such Parties to this Agreement.

*Signature page follows*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date hereinbefore first indicated.

ATTEST:

COUNTY OF UNION

  
\_\_\_\_\_  
JAMES E. PELLETTIERE, Clerk  
Board of County Commissioners

  
\_\_\_\_\_  
EDWARD T. OATMAN  
County Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRUCE H. BERGEN, ESQ.

WITNESS:

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**  
By: PSEG Services Corporation, its agent

By:   
\_\_\_\_\_  
Name: Irene Vituk  
Title: Real Estate Analytics Program Manager

By:   
\_\_\_\_\_  
Roger J. Trudeau  
Manager-Corporate Real Estate

**EXHIBIT A**  
**Cease and Desist Letter 10/26/23**

(see attached)



Jacob Skaist  
Associate Counsel - Property

Law Department  
80 Park Plaza, Newark, NJ 07102-4194  
973.430.3703  
Jacob.Skaist@pseg.com



October 26, 2023

**VIA ELECTRONIC MAIL ONLY: BBERGEN@UCNJ.ORG**

Office of County Counsel  
Bruce H. Bergen, Esq.  
10 Elizabethtown Plaza  
Elizabeth, New Jersey 07202

**Re: PSE&G's Roseland-Metuchen Transmission Right-of-Way  
South of Raritan Road, Scotch Plains, New Jersey (the "Property")  
CEASE AND DESIST NOTIFICATION**

Dear Mr. Bergen:

I represent Public Service Electric and Gas Company ("PSE&G"), which is the owner of the above-referenced Property. It has come to PSE&G's attention that certain activities, some of which may be unlawful, have taken place at the Property without the knowledge or consent of PSE&G. It is PSE&G's belief that these activities and the encroachment onto the Property have been conducted pursuant to operations by, or on behalf of, the County. These activities have resulted in blocking PSE&G access to its utility infrastructure and are dangerously close to an underground gas pipeline. As such, you are hereby notified to CEASE AND DESIST from unlawfully trespassing and/or conducting activities on PSE&G's Property.

It is PSE&G's further understanding that certain of the activities conducted at the Property may be in violation of applicable rules and regulations pursuant to environmental laws. As such, you are hereby further notified to CEASE AND DESIST from unlawfully trespassing and/or causing further violations of any rules or regulations pertaining to any applicable environmental laws. PSE&G intends to hold the County liable for any and all costs associated with remedying such violations and the restoration of the Property to its original condition to the satisfaction of PSE&G and any applicable regulator(s).

Effective immediately, no activity may take place on the Property without first coordinating same with PSE&G by contacting Nelson Dias III, Director Outside Plant Construction & Maintenance, Electric Transmission & Distribution at 862-221-8452 or Nelson.DiasIII@pseg.com.

PSE&G expressly reserves all rights and remedies available under law. Nothing herein stated or omitted shall be deemed a waiver or limitation of any right, remedy, claim, or cause of action of any kind whatsoever, including, but not limited to, injunctive relief and monetary damages. Please be guided accordingly.

Very truly yours,

  
Jacob Skaist

cc: Ricardo.Matias@ucnj.org  
Gilbert.Trinidad@enbridge.com  
PSE&G

**EXHIBIT B**  
**Work Areas**



Approximate Location of Regulated Activity

*LOCATION MAP*

**LOCATION:** 1600 Raritan Road  
**MUNICIPALITY:** Scotch Plains  
**BLOCK:** 14101 **LOT:** 1  
**BLOCK:** 14201 **LOT:** 1 & 2  
**COUNTY:** Union County  
**FILE NO:** IUN00311.10



**EXHIBIT C**  
**Scope of Work**

**EXHIBIT C –**  
**SCOPE OF WORK**

Union County attempted to conduct a stream cleaning of the Ash Brook (FW2-NT), at about coordinates Easting (X): 531,183, Northing (Y): 647,667, to address flooding that would occur to 3 holes of Ash Brook Golf Course east of the site after rain events. The County was specifically attempting to remove debris from specific areas that resulted in clogs. Union County holds a FHA GP 2 – Mosquito Control Activities, FWWL GP 1 – Maintenance & Repair of Existing Features, and a FWWL GP 15 – Mosquito Control Activities, NJDEP File No.: 2000-18-0002.1, set to expire February 10, 2024.

During the stream cleaning attempt, a large excavator (CAT 326) and bulldozer (D-6) became lodged in freshwater wetlands and/or State open waters. There is also an emergency vehicle on site with a tread malfunction. In an attempt to recover all three pieces of equipment, an approximately 1,800-foot access road was created through freshwater wetlands by placing gravel and/or large riprap. It is the intent of Union County to retrieve the excavator and other equipment with the use of large machinery. Union County has been evaluating the site conditions to determine the most effective path for retrieval.

Union County has applied for and obtained an Emergency Authorization from the NJDEP, which was extended effective until January 31, 2024 in order to retrieve all three machines, as the retrieval will also result in disturbance to freshwater wetlands and/or State open waters, and the riparian zone.

On November 17, 2023, Union County submitted to the Somerset-Union Soil Conservation District (SCD) an application for the Soil Erosion and Sediment Control Plan Certification (SE&SC Plan). The Certification of SE&SC Plan and the corresponding approval for the 5G3 Construction Activity Stormwater Authorization to Discharge were obtained on November 22, 2023, and November 27, 2023, respectively.

The equipment retrieval activities are generally expected to include the following components:

- Mobilization of equipment.
- Installation of soil erosion and sediment control measures in accordance with the approved SE&SC Plan, which may include but is not limited to use of a silt fence, use of a truck wheel cleaning stone tracking pad, etc.
- Rough grading and timber matting of approximately 2,775 feet of PSE&G right of way utilizing single row of 4 ft x 16 ft. x 8-inch-thick mats (or equivalent), founded upon a filter fabric layer to insure a positive separation of timber to soil contact. See the layout and details in the attached Soil Erosion & Sediment Control Plans /Notes and Details, Sheets 1 through 3.
- Rough grading and timber matting of the last 225 feet of right of way utilizing 4 ft x 16 ft x 8-inch thick and 4 ft x 24 ft x 8-inch-thick mats (or equivalent), founded upon a filter fabric

layer. See details and layout in the attached Soil Erosion & Sediment Control Plans /Notes and Details, Sheets 1 through 3.

- Installation of dewatering systems, consisting of pump units with end of hose silt traps.
- Excavation of sediment/muck around the stuck equipment.
- Use of a wrecker / rigging system to retrieve the stuck equipment by use of two large excavators.
- Placement of equipment onto timber matting so that it may be started and brought off-site or towed; and
- Removal of all previously installed timber matting.
- Demobilization of equipment.

Field activities are subject to change based on the selected contractor's means and methods, field conditions, weather, and other factors. Upon selection of a contractor, Union County will provide PSE&G with a more detailed workplan, means and methods, and a Health and Safety Plan, developed by the selected contractor prior to initiating any equipment recovery activities. No hazardous materials are expected to be encountered/discharged during the retrieval.

The use of crane will not be required for retrieval activities. No impact to the adjacent power lines is expected, and no outage will be necessary to accommodate the field activities. The contractor will follow PSE&G's guidelines with respect to proposed activities adjacent to power lines.

Once the equipment is retrieved, the County will prepare the Restoration Plan for the regulated areas in lieu of a permit application for the restoration, which will be submitted to the Department within 90 calendar days of the Department's Emergency Authorization. The intent is to establish the appropriate restorative measures that are required to return the disturbed wetlands and State open waters as close to their pre-disturbance condition as possible.

All activities will be coordinated with PSE&G.

**EXHIBIT D**  
**Insurance**  
**See Attached**





**PSE&G**  
80 Park Place, MC-18A  
Newark, NJ 07102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. Michael Tagman*

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) 1 of 2 The ACORD name and logo are registered marks of ACORD  
#S4318014/M3680812

F1P

EXHIBIT D

Exhibit D

favor of Certificate Holder as respects the General Liability, Auto Liability and Excess Liability  
Coverages shown if required by written contract. Policy # NJCE20233-10 sits excess of Policy #UNIC20231-18.

Exhibit D

Exhibit D



## State of New Jersey

### DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF COASTAL AND LAND USE COMPLIANCE AND ENFORCEMENT

**PHILIP D. MURPHY**

*Governor*

**TAHESHA L. WAY**

*Lt. Governor*

Toms River Office

1510 Hooper Avenue, Suite 140

Toms River, New Jersey 08753

Telephone: (732) 255-0787

[www.nj.gov/dep](http://www.nj.gov/dep)

**SHAWN M. LATOURETTE**

*Commissioner*

March 8, 2024

#### VIA ELECTRONIC MAIL

Union County Division of Engineering  
Attn: Ricardo Matias, County Engineer  
2325 South Avenue  
Scotch Plains, NJ 07076

RE: Union County  
Restoration Proposal  
Block 14101, Lot 1; Block 14201, Lot 2  
Scotch Plains Township, Union County, New Jersey  
EA ID #: PEA230001-2016-23-0007.1

Dear Union County Division of Engineering,

On February 27, 2024, this office received a restoration proposal from you involving the restoration of approximately 3.21 acres of freshwater wetlands, freshwater wetland transition area, state open waters, riparian zone, and upland areas. These areas were subject to various vegetation and soil disturbances. The restoration proposal includes the following work:

1. Stream cleaning and restoration of the disturbed section of Ash Brook;
2. Removal of all fill material and restoration to pre-disturbance grades within the freshwater wetlands, transition area, and riparian zones; and
3. Seeding with appropriate native seed mixes in the freshwater wetlands, transition area, and riparian zones.

The proposal is hereby approved with the following conditions:

1. This office shall be notified at least 48 hours prior to commencement of work;
2. The seeding and stabilization portion of the project shall be completed by May 31, 2024;
3. This office shall be notified within 24 hours of completion.

Please be advised that this approval of the restoration project, and its implementation does not relieve you from its liability for violations of the Freshwater Wetlands Protection Act, including the imposition of administrative penalties. This approval also does not relieve you from further restoration activities at the site, if deemed necessary for a successful wetland restoration, by the Department. Should you have any further questions, please contact me at (732) 255-0787.

Sincerely,



---

Andrew Edelhauser, Environmental Specialist  
Bureau of Coastal and Land Use  
Compliance and Enforcement

- c: Somerset Union Soil Conservation District
- Colleen Keller, NJDEP Division of Land Resource Protection
- Ryan Anderson, NJDEP Division of Land Resource Protection
- Austin Bazuk, CME Associates
- Behram Turan, CME Associates
- Jaquelyn Fagan, CME Associates
- Nelson Dias III, PSE&G
- Kieran A. Brown, PSE&G

# UNION COUNTY BOARD OF COUNTY COMMISSIONERS

= CONTRACT DRAWINGS =

## PLANS FOR RESTORATION PROJECT

CASE NO.: 23-10-26-1404-57 EMERGENCY AUTHORIZATION - FILE #2016-23-0007.2

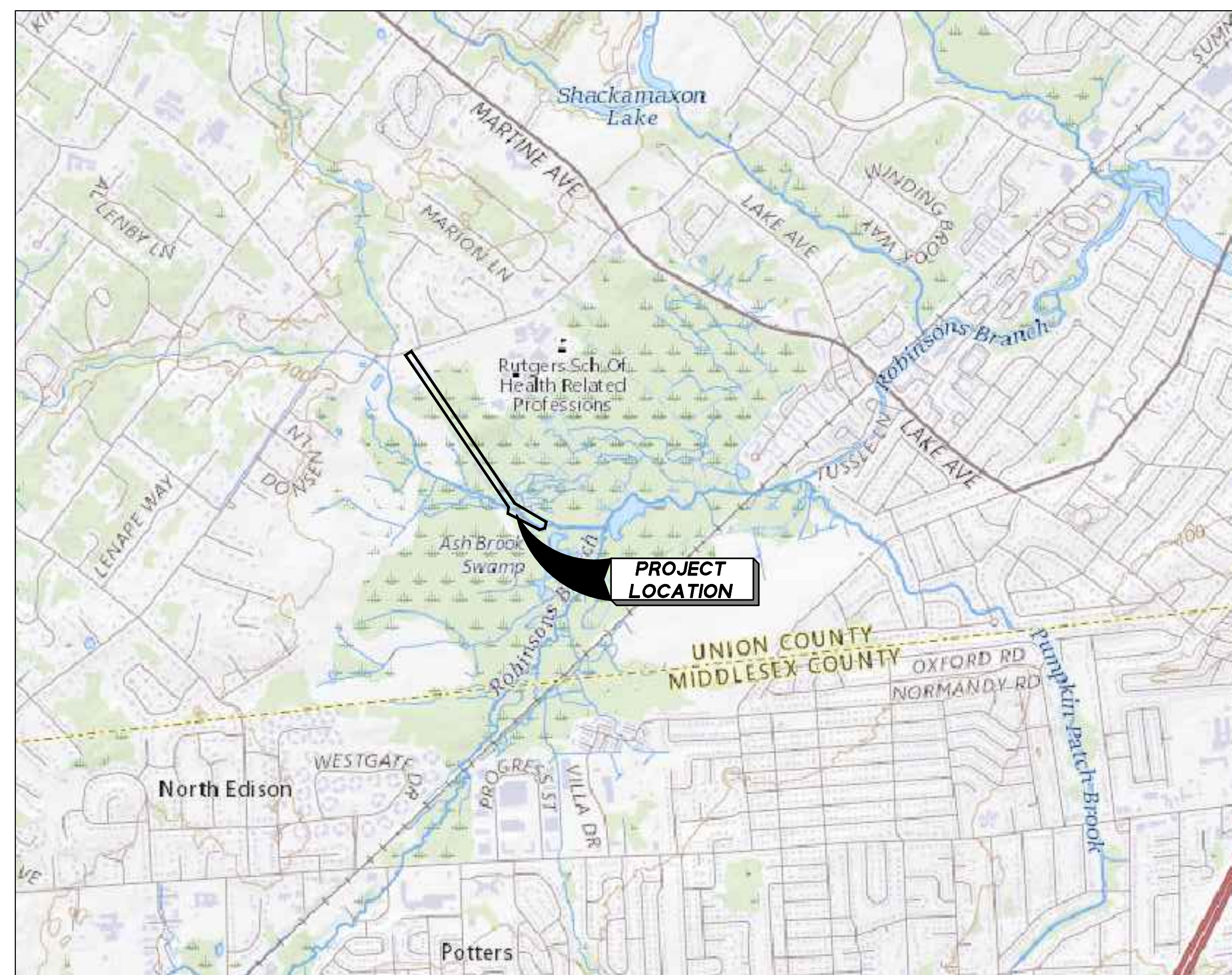
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2

TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

### UNION COUNTY COMMISSIONERS

KIMBERLY PALMIERI-MOUDED	CHAIRWOMAN
LOURDES M. LEON	VICE CHAIRWOMAN
JAMES E. BAKER, JR	CHAIR PRO TEMPORE
JOSEPH BODEK	COMMISSIONER
SERGIO GRANADOS	COMMISSIONER
BETTE JANE KOWALSKI	COMMISSIONER
ALEXANDER MIRABELLA	COMMISSIONER
REBECCA WILLIAMS	COMMISSIONER
MICHÈLE S. DELISFORT	COMMISSIONER

MARCH 2024



### KEY MAP

N.T.S.

SHEET LIST TABLE	
NO.	SHEET TITLE
C01	COVER AND INDEX SHEET
C02	EXISTING CONDITIONS PLAN -1
C03	EXISTING CONDITIONS PLAN -2
C04	WETLANDS RESTORATION PLAN -1
C05	WETLANDS RESTORATION PLAN -2
C06	RIPARIAN AREA DISTURBANCES PLAN -1
C07	RIPARIAN AREA DISTURBANCES PLAN -2
C08	STREAM CLEANING PLAN
C09	SOIL EROSION SEDIMENT CONTROL PLAN -1
C10	SOIL EROSION SEDIMENT CONTROL PLAN -2
C11	EROSION CONTROL DETAILS

### UTILITIES

<b>ELECTRIC</b> MR. BURK LAMBERTSON PUBLIC SERVICE ELECTRIC & GAS 472 WESTON CANAL ROAD SOMERSET, NJ 08873 (732)-764-3160	<b>TELEPHONE/COMMUNICATIONS</b> MR. IAN CHAN VERIZON COMMUNICATIONS 999 W. MAIN STREET FREEHOLD, NJ 07728 (732)-683-5146
<b>WATER</b> MR. KEVIN BAMBURAK SUEZ RAHWAY 1045 WESTFIELD AVENUE RAHWAY, NJ 07065 (201)-538-0369	<b>SANITARY SEWER</b> MR. JAMES MEEHAN RAHWAY VALLEY SEWERAGE AUTHORITY 1050 EAST HAZELWOOD AVENUE RAHWAY, NJ 07065
<b>CABLE</b> MR. ROBERT KNOFFEL COMCAST OF NEW JERSEY 800 RAHWAY AVENUE UNION, NJ 07083 (732)-602-7444	<b>GAS</b> MR. KEVIN ESCOBAR ELIZABETHTOWN GAS 520 GREEN LANE UNION, NJ 07083 (908)-662-8370

**CONTRACTORS LOCATION SERVICE**  
"ONE-CALL SYSTEMS"  
1-800-272-1000

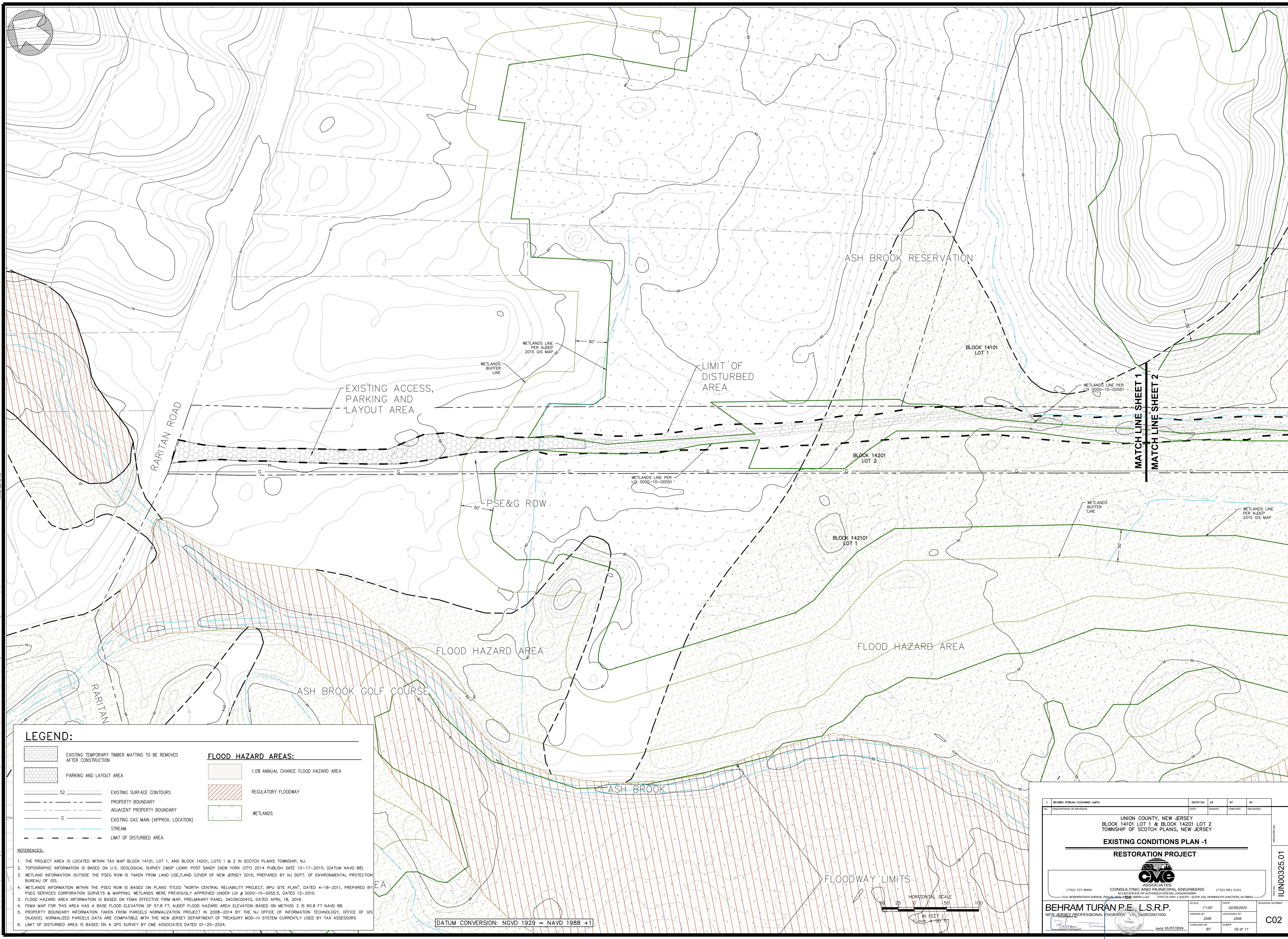
### GENERAL NOTES

- THESE GENERAL NOTES APPLY TO ALL SHEETS IN THIS SET OF PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR CONSTRUCTION IN ACCORDANCE WITH EXISTING LOCAL, COUNTY, OR STATE REGULATIONS, OR ANY OTHER AGENCY HAVING JURISDICTION IN THESE MATTERS.
- THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL VERIFY ALL DIMENSIONS AND DETAILS BEFORE PROCEEDING WITH WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- INFORMATION AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES, THE RESULT OF SUCH INVESTIGATIONS ARE SHOWN ON THE CONTRACT DRAWINGS AND ARE NOT GUARANTEED AS TO ACCURACY. THE CONTRACTOR IS PARTICULARLY DIRECTED TO THE FACT THAT UNDERGROUND OBJECTS OR MATERIAL LOCATION ELEVATION, OR TYPE IS NOT WARRANTED TO BE APPROXIMATELY CORRECT (NOR CAN THEY BE ASSUMED TO BE THE ONLY SUBSURFACE OBJECTS OR MATERIAL WHICH MAY BE ENCOUNTERED IN THE WORK.) THE CONTRACTOR SHALL MAKE ALL NECESSARY INVESTIGATIONS TO SATISFY HIMSELF AS TO THE EXISTING CONDITIONS PRIOR TO BIDDING WORK.
- THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE LOCATION OF THE UTILITIES WITH THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- THE COORDINATION OF THE LOCATION OR RELOCATION WHERE REQUIRED OF TELEPHONE, ELECTRIC, GAS, AND WATER FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR AND SAME SHALL BE COORDINATED TO INSURE COMPLETION WITHIN THE TIME PERMITTED.
- THE CONTRACTOR SHALL TAKE EVERY PRECAUTION NECESSARY TO PRECLUDE DAMAGE TO EXISTING STRUCTURES, FACILITIES, AND UTILITIES DUE TO LOSS OF LATERAL SUPPORT AND/OR CONSTRUCTION LOADINGS. SPECIFIC DETAILS NECESSARY TO ACCOMPLISH SAME SHALL BE SUBMITTED BY THE CONTRACTOR FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION OF THE PROPOSED SUBSURFACE IMPROVEMENTS.
- ALL WORK BY THE CONTRACTOR SHALL BE DONE IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY STATUTE KNOWN AS CHAPTER 249 OF THE LAWS OF 1948 BEING SECTIONS 34-6-471 TO 473, INCLUSIVE OF THE REVISED STATUTES OF NEW JERSEY, 1953, AND IN ACCORDANCE WITH THE RULES AND REGULATIONS CONCERNING PRECAUTIONS TO BE TAKEN IN THE PROXIMITY OF HIGH-VOLTAGE LINES FOR THE PREVENTION OF ACCIDENTS PROMULGATED BY THE COMMISSIONER OF THE DEPARTMENT OF LABOR AND INDUSTRY OF THE STATE OF NEW JERSEY, EFFECTIVE DECEMBER 28, 1948, ALL AS AMENDED AND SUPPLEMENTED, AND IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND OF SUBPART N, PARAGRAPH 1926.550 OF THE RULES AND REGULATIONS ISSUED UNDER SAID ACT.
- THE CONTRACTOR IS HEREBY ADVISED THAT ALL WORK TO BE PERFORMED SHALL BE GOVERNED BY THE LOCAL MUNICIPAL ORDINANCES. THIS SHALL INCLUDE THE PROVISIONS IN THEIR CODES WHICH SET FORTH PERMITTED HOURS OF CONSTRUCTION WITHIN THE MUNICIPALITY.
- THE UNION COUNTY SOIL CONSERVATION DISTRICT GOVERNS SOIL EROSION AND SEDIMENT CONTROL MEASURES WITHIN THE PROJECT AREA. ACCORDINGLY, ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSTALLED AS PER THE REQUIREMENTS OF THE UNION COUNTY SOIL CONSERVATION DISTRICT AND THE CONTRACT DOCUMENTS.
- AT CERTAIN TIMES THE SITE MAY BE OCCUPIED BY SEVERAL CONTRACTORS AND IT IS THEREFORE REQUIRED FOR ANY AND ALL CONTRACTORS OCCUPYING THE SITE TO COOPERATE WITH ONE ANOTHER. NO DELAYS RESULTING FROM MULTIPLE CONTRACTORS WORKING ON THE SITE WILL BE CONSIDERED.
- THE CONTRACTOR SHALL CONTINUOUSLY DEWATER ALL EXCAVATIONS UNTIL BACKFILLING OPERATIONS HAVE BEEN COMPLETED. PRIOR TO DISCHARGE TO STREAMS, SILT SHALL BE SETTLED OUT IN AN APPROVED SETTLING BASIN.
- THE CONTRACTOR SHALL MAINTAIN THE FLOW OF ALL STREAMS, DRAINAGE DITCHES, STORM SEWERS AND SANITARY SEWERS AT ALL TIMES BY A MEANS ACCEPTABLE TO THE ENGINEER AND ALL THE RESPONSIBLE AGENCIES.
- THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICE FLOWS AND PRESSURES UNLESS WRITTEN APPROVAL BY THE RESPONSIBLE UTILITY PERMITS HIM TO DO OTHERWISE. NO SEPARATE PAYMENT WILL BE MADE FOR COORDINATION WITH THE UTILITY OR FOR THE TEMPORARY SUPPORT OF EXISTING FACILITIES. ALL COSTS SHALL BE INCLUDED IN THE LUMP SUM BID FOR THE ITEM "CLEARING SITE".
- THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE OF NEW JERSEY WORKER HEALTH AND SAFETY ACT (N.J.A.C. 12:110 ET. SEQ.) AS AMENDED AND THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) (29 CFR 1910), AS AMENDED WITH REGARDS TO WORKER AND JOBSITE SAFETY.
- THE CONTRACTOR MUST ADHERE TO ALL NJDEP PERMIT CONDITIONS.
- THE CONTRACTOR SHALL STABILIZE STREAM CROSSINGS IN A MANNER ACCEPTABLE TO THE ENGINEER TO ACCOMMODATE CONSTRUCTION VEHICLES AND EQUIPMENT NECESSARY FOR THE CONSTRUCTION ACTIVITIES.
- LATEST EDITION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (US CUSTOMARY ENGLISH UNITS) AND BERGEN COUNTY SUPPLEMENTARY SPECIFICATIONS SHALL GOVERN.
- THE HEADING OF THE ARTICLES CONTAINED HEREIN CONFORM TO LATEST EDITION OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND ALL ADDENDA THERETO INCLUDING NJDOT BASELINE DOCUMENT CHANGES, WHICH IS TO BE USED IN THE EXECUTION OF THIS CONTACT.
- LATEST EDITION OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD ROADWAY CONSTRUCTION/TRAFFIC CONTROL/BRIDGE CONSTRUCTION DETAILS" BOOKLET TO GOVERN, EXCEPT FOR THOSE DETAILS CONTAINED HEREIN.

### ADDITIONAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL INSTALL ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL MEASURES AS DEPICTED ON THE SOIL EROSION AND SEDIMENT CONTROL PLANS.
- CONTRACTOR SHALL REFORM THE STREAM CLEANING AND RESTORATION OF A PORTION OF ASH BROOK AS SHOWN ON THE DRAWINGS. THIS WILL INCLUDE REMOVAL OF ANY IMPORTED STONE, RIP-RAP, DEBRIS, AND EXCESS SOIL. THE STREAM WILL BE REGRADED TO MATCH THE EXISTING UNDISTURBED UPSTREAM AND DOWNSTREAM PORTIONS AND STABILIZED WITH JUTE MATTING. A COMPOST SOCK SEDIMENT BARRIER WILL BE INSTALLED ON THE DOWNSTREAM END TO PREVENT SEDIMENT TRANSPORT DURING CONSTRUCTION.
- AS THE TIMBER MATTING IS REMOVED, ANY IMPORTED STONE AND RIPRAP SHALL BE SIFTED FROM THE SOIL, IF POSSIBLE, AND HAULED OFF SITE TO A RECYCLING FACILITY LOCATED AT 301 SPRINGFIELD ROAD, SUMMIT, NJ 07901. IF SIFTING DOES NOT WORK, THE AREAS WILL BE OVER EXCAVATED TO ENSURE THAT ALL MATERIAL IS REMOVED. THE AREAS, INCLUDING ANY RUTS, SOIL PILES OR HOLES, WILL BE REGRADED WITH IMPORTED CLEAN TOPSOIL TO MATCH THE PRE-EXISTING GRADES.
- ALL WETLAND AREAS WILL BE RE-SEEDING WITH AN ERNAX-122 FACW WETLAND MEADOW MIX PROVIDED BY ERNST SEEDS OR AN APPROVED EQUIVALENT. UPLAND AREAS WILL BE RESEEDING WITH KENTUCKY BLUE GRASS, PERENNIAL RYE GRASS, AND HARD, CHEWING, OR STROCK CREEPING RED FESCUE.
- SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL THE AREA IS SUFFICIENTLY STABILIZED AND VEGETATED AS PER THE SOMERSET-UNION SOIL CONSERVATION DISTRICT (SCD) SIGNOFF. IF AND WHEN DIRECTED BY THE SCD, ADDITIONAL PLANTING AND RE-SEEDING SHALL BE IMPLEMENTED.
- ALL MEASURES TO PREVENT THE IMPORT OR ESTABLISHMENT OF INVASIVE PLANT SPECIES SHALL BE EMPLOYED.
- CONSTRUCTION IS ANTICIPATED TO LAST UP TO 57 DAYS UPON RECEIVING APPROVAL FROM THE DEPARTMENT. THE CONSTRUCTION SEQUENCE CAN BE FOUND ON THE BOTTOM OF SHEET C11 OF THE ATTACHED PLANS.
- THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT
NO. DESCRIPTION OF REVISION	DATE	DRAWN	CHECKED	RELEASED
UNION COUNTY, NEW JERSEY BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY <b>COVER AND INDEX SHEET</b> <b>RESTORATION PROJECT</b>				
(732) 727-8000 CONSULTING AND MUNICIPAL ENGINEERS (732) 951-2101 3141 BORDENTOWN AVENUE, PARLIN, NJ 08859-1162 3759 US HWY 1 SOUTH, SUITE 100, MONMOUTH JUNCTION, NJ 08852				
<b>BEHRAM TURAN P.E. L.S.R.P.</b> NEW JERSEY PROFESSIONAL ENGINEER #24GE03921000				
SCALE	1"=50'	DATE	02/26/2024	DRAWING NUMBER
DRAWN BY	ZMS	DESIGNED BY	ZMS	C01
CHECKED BY	BT	SHEET	01 of 11	
DATE 03/07/2024				



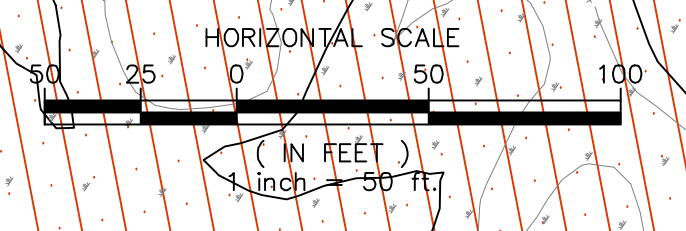
**LEGEND:**

	EXISTING TEMPORARY TIMBER MATTING TO BE REMOVED AFTER CONSTRUCTION		<b>FLOOD HAZARD AREAS:</b>
	PARKING AND LAYOUT AREA		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	EXISTING SURFACE CONTOURS		REGULATORY FLOODWAY
	PROPERTY BOUNDARY		WETLANDS
	ADJACENT PROPERTY BOUNDARY		
	EXISTING GAS MAIN (APPROX. LOCATION)		
	STREAM		
	LIMIT OF DISTURBED AREA		

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. WETLAND INFORMATION OUTSIDE THE PSE&G ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
4. WETLANDS INFORMATION WITHIN THE PSE&G ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
5. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
6. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
7. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
8. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



NO.	REVISION	DATE	BY	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**EXISTING CONDITIONS PLAN -1**

**RESTORATION PROJECT**

CONSULTING AND MUNICIPAL ENGINEERS  
3141 BORENDENWAY AVENUE, PARSIPpany, NJ 07654-1162 (732) 951-2101  
3790 US HWY 1 SOUTH - SUITE 100, HOBOKEN, NJ 07030

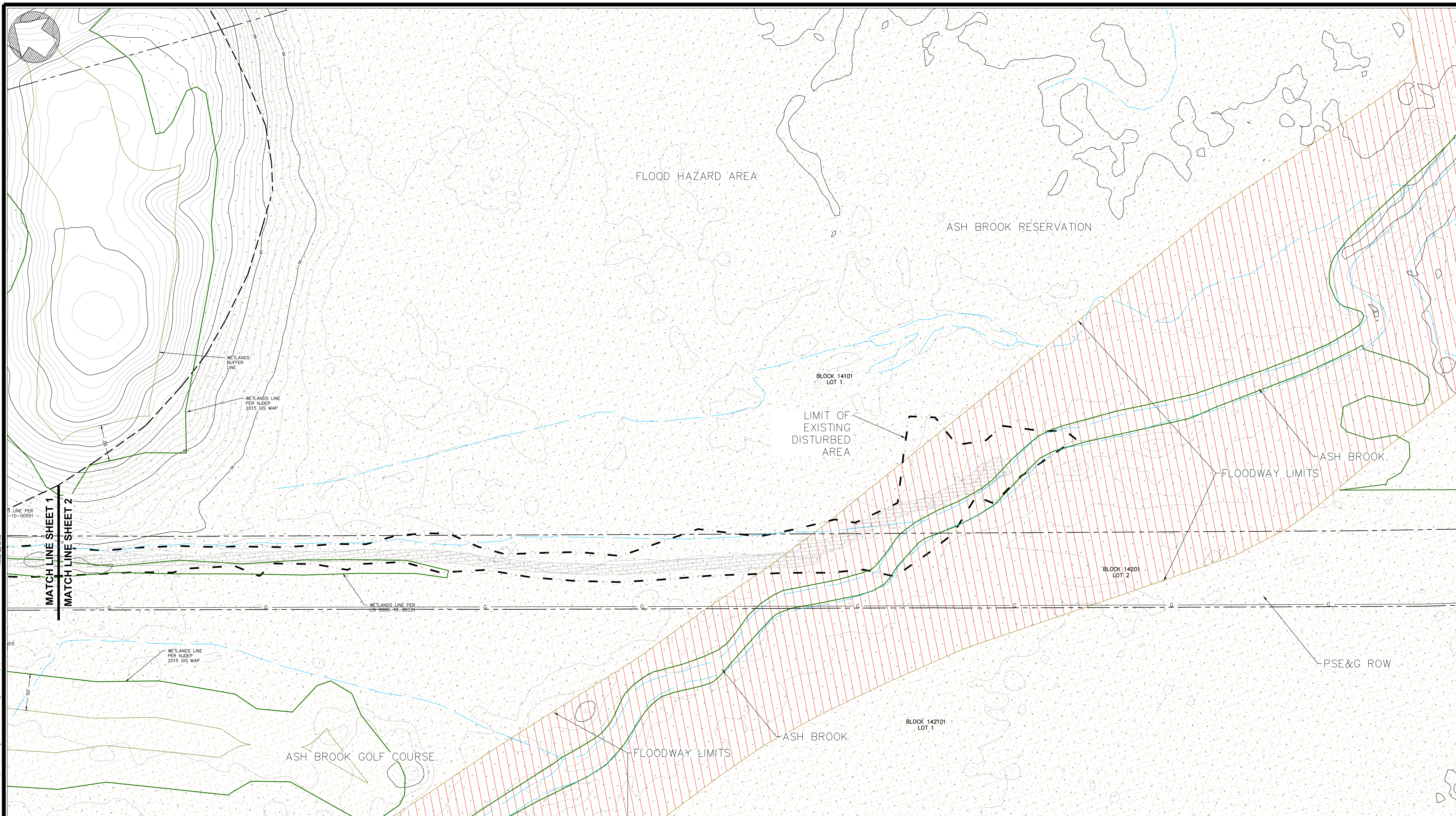
**BEHRAM TURAN P.E., L.S.R.P.**  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE #GE03921000

SCALE: 1"=50'  
DRAWN BY: ZMS  
CHECKED BY: BT

DATE: 03/07/2024  
DESIGNED BY: ZMS  
DATE: 02/26/2024  
SHEET: 02 OF 11

REGISTERED NUMBER: IUN00325.01  
C02





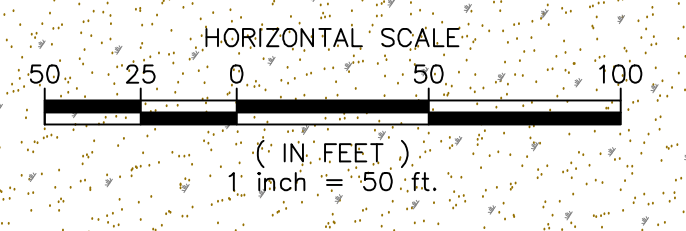
**LEGEND:**

	EXISTING TEMPORARY TIMBER MATTING TO BE REMOVED AFTER CONSTRUCTION		<b>FLOOD HAZARD AREAS:</b>
	PARKING AND LAYOUT AREA		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	52 EXISTING SURFACE CONTOURS		REGULATORY FLOODWAY
	PROPERTY BOUNDARY		WETLANDS
	ADJACENT PROPERTY BOUNDARY		
	EXISTING GAS MAIN (APPROX. LOCATION)		
	STREAM		
	LIMIT OF DISTURBED AREA		

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. WETLAND INFORMATION OUTSIDE THE PSEG ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
4. WETLANDS INFORMATION WITHIN THE PSEG ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
5. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
6. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, N.J.D.E.P. FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
7. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
8. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



NO.	REVISION	DATE	BY	BT
1	REVISED STREAM CLEANING LIMITS	03/07/2024	ZMS	BT

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**EXISTING CONDITIONS PLAN -2**

**RESTORATION PROJECT**

**CME ASSOCIATES**  
CONSULTING AND MUNICIPAL ENGINEERS  
3141 BORDENTOWN AVENUE, PARLIN, NJ 08859-1162 (732) 727-8000  
3790 US HWY 1 SOUTH - SUITE 100, HOBOKEN, NJ 07030 (732) 951-2101

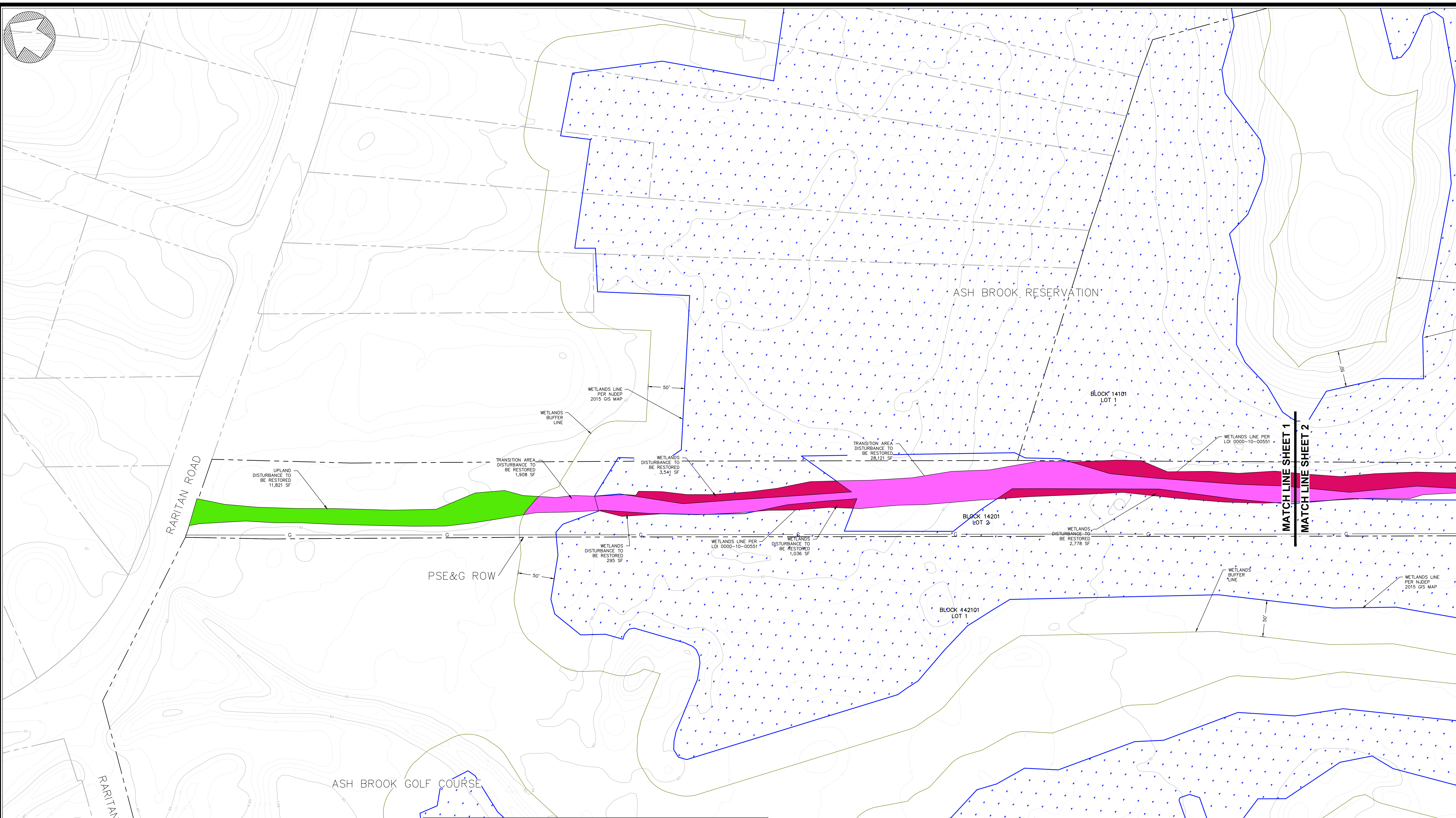
**BEHRAM TURAN P.E. L.S.R.P.**  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE # 3921000

DATE 03/07/2024

SCALE 1"=50'  
DRAWN BY ZMS  
CHECKED BY BT

DATE 02/26/2024  
DESIGNED BY ZMS  
SHEET 03 OF 11

DRAWING NUMBER  
IUN00325.01  
C03



**LEGEND:**

- WETLANDS
- UPLANDS DISTURBANCE TO BE RESTORED
- WETLANDS DISTURBANCE TO BE RESTORED
- TRANSITION AREA DISTURBANCE TO BE RESTORED
- STATE OPEN WATERS
- EXISTING SURFACE CONTOURS
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING GAS MAIN (APPROX. LOCATION)

Total Disturbance by Type	Area
Wetlands Restoration	110,515 SF 2.537 Acres
Wetlands Transition Area Restoration	30,029 SF 0.689 Acres
Upland Area Restoration	11,821 SF 0.271 Acres
<b>Total Area of Construction</b>	<b>175,630 SF 4.032 Acres</b>

**SEED MIX FOR WETLANDS RESTORATION**  
**FACW WETLAND MEADOW MIX**  
 SEED MIX SHALL BE "FACW WETLAND MEADOW MIX" AS PROVIDED BY ERNST SEED ITEM NUMBER: ERNMX-122 ((800) 873-3321) OR APPROVED EQUAL.

PLAN QUANTITY: (12,417 SY) = 2,566 ACRES

DETECTION BASIN WET MEADOW SEED MIXTURE IS COMPRISED OF THE FOLLOWING WILDFLOWERS AND FESCUE GRASSES:

- 22.0% CAREX LURIDA
- 20.0% ELYMUS VIRGINICUS
- 19.5% CAREX VULPINOIDEA
- 18.2% CAREX SCOPARIA
- 3.0% JUNCUS EFFUSUS
- 3.0% VERBENA HASTATA
- 2.0% ASCLEPIAS INCARNATA
- 2.0% HELIOPSIS HELIANTHOIDES
- 1.5% VERBENA URITICIFOLIA
- 1.5% ZIZIA AUREA
- 1.0% JUNCUS TENUIS
- 1.0% LYCOPUS AMERICANUS
- 0.8% SOLIDAGO RUGOSAS
- 0.7% EUPATORIUM PERFOLIATUM
- 0.7% LOBELIA SIPHILLICA
- 0.7% SCORPUS ATRORVENS
- 0.6% ASTER IANCEOLATUS
- 0.5% CAREX ORNITA
- 0.5% MILIUM RINGENS
- 0.4% ASTER PUNICEUS
- 0.3% SCORPUS CYPERINUS

SEEDING RATE:  
 20 LB PER ACRE, OR 1/2 LB PER 1,000 SQ FT. FOR A COVER CROP: GRAIN RYE (1 SEP TO 30 APR; 30 LBS/ACRE), JAPANESE MILLET (1 MAY TO 31 AUG; 10 LBS/ACRE).

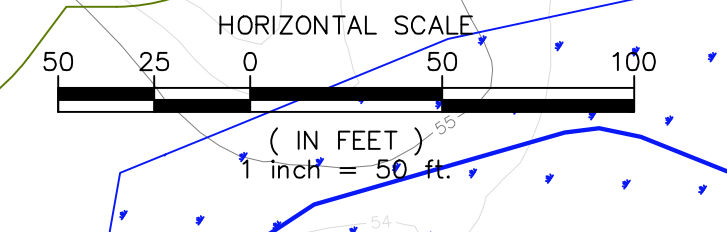
OPTIMUM SEEDING TIMES:  
 • APRIL - END OF MAY  
 • END OF SEP - NOV

NOTE: CONTRACTOR SHALL COORDINATE WITH SEED PROVIDER FOR SEED INSTALLATION AND GUIDELINES.

NOTE: OWNER SHOULD MOW THE SEEDING AREA ONCE A MONTH FOR THE FIRST YEAR ON THE "HIGHEST" MOWING SETTING (WITH ONE EXCEPTION - DO NOT MOW IN THE FIRST SPRING). EVERY SPRING AFTER THE FIRST SPRING, MEADOW AREA SHOULD BE MOWED WITH THE "HIGHEST" LAWN MOWER HEIGHT SETTING.

**SEED MIXTURE FOR UPLANDS AREAS**

KIND OF SEED	MINIMUM % PURITY	MINIMUM % GERMINATION	APPLICATION RATE POUNDS/ACRE
HARD FESCUE AND/OR CHEWING FESCUE AND/OR STRONG CREEPING RED FESCUE	95	90	175
KENTUCKY BLUE GRASS (BLEND)	90	90	45
PERENNIAL RYE GRASS	95	75	45
<b>TOTAL</b>			<b>265</b>



I:\000325\01\002\Union County\UN000325\01\_Ashbrook Excavator Recovery & Restoration\GIS\Wetlands Restoration Plans\PLAN\Wetlands Restoration Plan - Wetlands.dwg Project: 3/7/2024 11:52:32 AM

- REFERENCES:**
- THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  - TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  - WETLANDS INFORMATION OUTSIDE THE P&G ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
  - WETLANDS INFORMATION WITHIN THE P&G ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
  - PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  - LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

NO.	REVISION DESCRIPTION	DATE	BY	BT	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT	BT

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**WETLANDS RESTORATION PLAN -1**

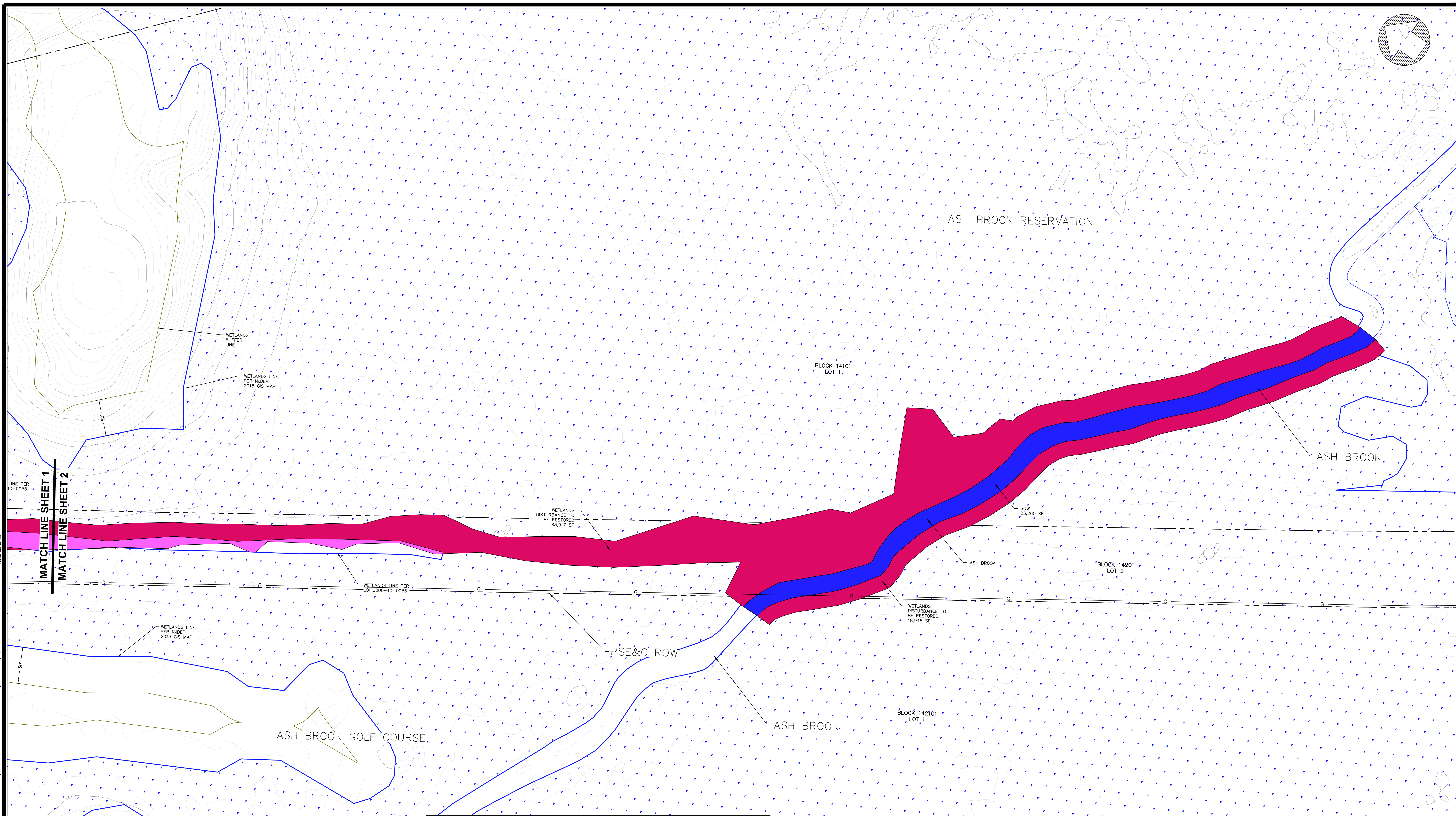
**RESTORATION PROJECT**

**CME ASSOCIATES**  
 CONSULTING AND MUNICIPAL ENGINEERS  
 3141 BORDENTOWN AVENUE, SUITE 200, BORDENTOWN, NJ 08809 (732) 951-2101

**BEHRAM TURAN P.E. L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE03921000

SCALE: 1"=50'  
 DATE: 02/26/2024  
 DRAWN BY: ZMS  
 CHECKED BY: BT  
 DESIGNED BY: ZMS  
 SHEET: 04 of 11

PROJECT NO. UN000325.01  
 SHEET NO. C04



**LEGEND:**

- WETLANDS
- WETLANDS DISTURBANCE TO BE RESTORED
- UPLANDS DISTURBANCE TO BE RESTORED
- TRANSITION AREA DISTURBANCE TO BE RESTORED
- EXISTING SURFACE CONTOURS
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING GAS MAIN (APPROX. LOCATION)
- STATE OPEN WATERS

Total Disturbance by Type	Area
Wetlands Restoration	110,515 SF 2.537 Acres
Wetlands Transition Area Restoration	30,029 SF 0.689 Acres
Upland Area Restoration	11,821 SF 0.271 Acres
<b>Total Area of Construction</b>	<b>175,630 SF 4.032 Acres</b>

**SEED MIX FOR WETLANDS RESTORATION**

**FACW WETLAND MEADOW MIX**

SEED MIX SHALL BE "FACW WETLAND MEADOW MIX" AS PROVIDED BY ERNST SEED ITEM NUMBER: ERNMX-122 ((800) 873-3321) OR APPROVED EQUAL.

PLAN QUANTITY: (12,417 SY) = 2,566 ACRES

DETECTION BASIN WET MEADOW SEED MIXTURE IS COMPRISED OF THE FOLLOWING WILDFLOWERS AND FESCUE GRASSES:

- 22.0% CAREX LURIDA
- 20.0% ELYMUS VIRGINICUS
- 19.5% CAREX VULPINOIDEA
- 18.2% CAREX SCOPARIA
- 3.0% JUNCUS EFFUSUS
- 3.0% VERBENA HASTATA
- 2.0% ASCLEPIAS INCARNATA
- 2.0% HELIOPSIS HELIANTHOIDES
- 1.5% VERBENA URTICIFOLIA
- 1.5% ZIZIA AUREA
- 1.0% JUNCUS TENUIS
- 1.0% LYCORIS AMERICANUS
- 0.8% SOLIDAGO RUCCOSA
- 0.7% EUPATORIUM PERFOLIATUM
- 0.7% LOBELIA SIPHILICA
- 0.7% SCIRPUS ATROVIRENS
- 0.6% ASTER IANCEOLATUS
- 0.5% CAREX ORNITA
- 0.5% MILIUS RINGENS
- 0.4% ASTER PUNICEUS
- 0.3% SCIRPUS CYPERINUS

SEEDING RATE:  
20 LB PER ACRE, OR 1/2 LB PER 1,000 SQ FT. FOR A COVER CROP: GRAIN RYE (1 SEP TO 30 APR; 30 LBS/ACRE), JAPANESE MILLET (1 MAY TO 31 AUG; 10 LBS/ACRE).

OPTIMUM SEEDING TIMES:  
• APRIL - END OF MAY  
• END OF SEP - NOV

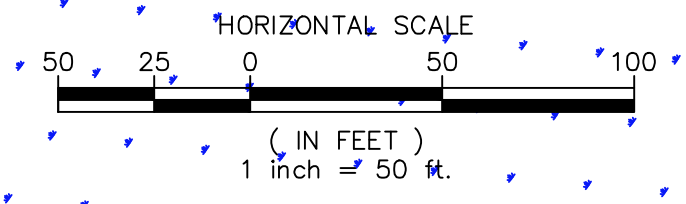
NOTE: CONTRACTOR SHALL COORDINATE WITH SEED PROVIDER FOR SEED INSTALLATION AND GUIDELINES.

NOTE: OWNER SHOULD MOW THE SEEDING AREA ONCE A MONTH FOR THE FIRST YEAR ON THE "HIGHEST MOWING SETTING (WITH ONE EXCEPTION - DO NOT MOW IN THE FIRST SPRING). EVERY SPRING AFTER THE FIRST SPRING, MEADOW AREA SHOULD BE MOWED WITH THE "HIGHEST LAWN MOWER HEIGHT" SETTING.

**SEED MIXTURE FOR UPLANDS AREAS**

KIND OF SEED	MINIMUM % PURITY	MINIMUM % GERMINATION	APPLICATION RATE POUNDS/ACRE
HARD FESCUE AND/OR CHEWING FESCUE AND/OR STRONG CREEPING RED FESCUE	95	90	175
KENTUCKY BLUE GRASS (BLEND)	90	90	45
PERENNIAL RYE GRASS	95	75	45
<b>TOTAL</b>			<b>265</b>

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



- REFERENCES:**
- THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  - TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMSP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  - WETLAND INFORMATION OUTSIDE THE PSE&G ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
  - WETLANDS INFORMATION WITHIN THE PSE&G ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING. WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
  - PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  - LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**WETLANDS RESTORATION PLAN -2**

**RESTORATION PROJECT**

**CME ASSOCIATES**  
CONSULTING AND MUNICIPAL ENGINEERS  
3141 BORDENTOWN AVENUE, SUITE 100, BORDENTOWN, NJ 08804  
(732) 727 8000

**BEHRAM TURAN, P.E., L.S.R.P.**  
NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE03921000

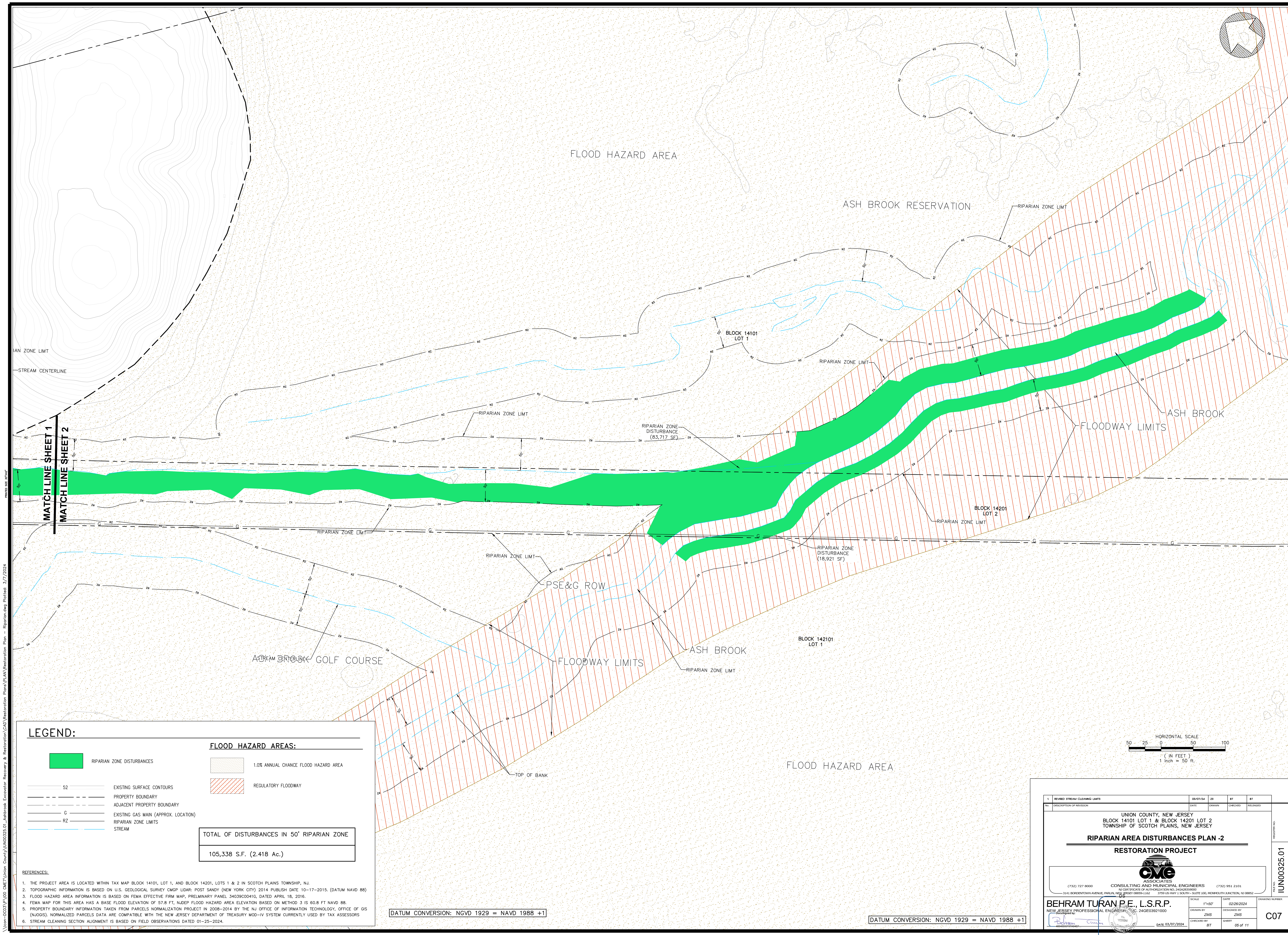
DATE: 03/07/2024

SCALE: 1"=50'  
DRAWN BY: ZMS  
CHECKED BY: BT




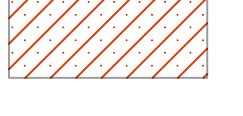

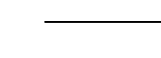



DATE: 02/26/2024  
DESIGNED BY: ZMS  
SHEET: 05 of 11

PROJECT NUMBER: IUN00325.01  
DRAWING NUMBER: C05





**LEGEND:**

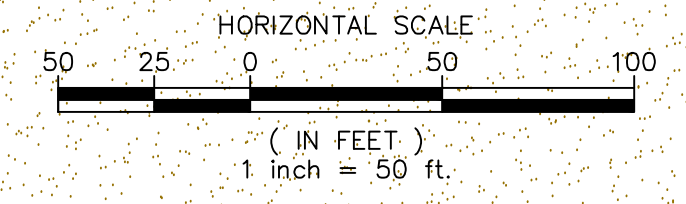
	RIPARIAN ZONE DISTURBANCES		REGULATORY FLOODWAY
	EXISTING SURFACE CONTOURS		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	PROPERTY BOUNDARY		
	ADJACENT PROPERTY BOUNDARY		
	EXISTING GAS MAIN (APPROX. LOCATION)		
	RIPARIAN ZONE LIMITS		
	STREAM		

**TOTAL OF DISTURBANCES IN 50' RIPARIAN ZONE**  
105,338 S.F. (2.418 Ac.)

- REFERENCES:**
1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
  2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
  3. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
  4. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
  5. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
  6. STREAM CLEANING SECTION ALIGNMENT IS BASED ON FIELD OBSERVATIONS DATED 01-25-2024.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1




NO.	REVISION	DATE	DRAWN	CHECKED	RELEASED
1	REVISED: STREAM CLEANING LIMITS	03/07/24	ZB	BT	BT

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**RIPARIAN AREA DISTURBANCES PLAN -2**

**RESTORATION PROJECT**



BEHRAM TURAN P.E., L.S.R.P.  
NEW JERSEY PROFESSIONAL ENGINEER, NO. 24GE03921000

DATE 03/07/2024

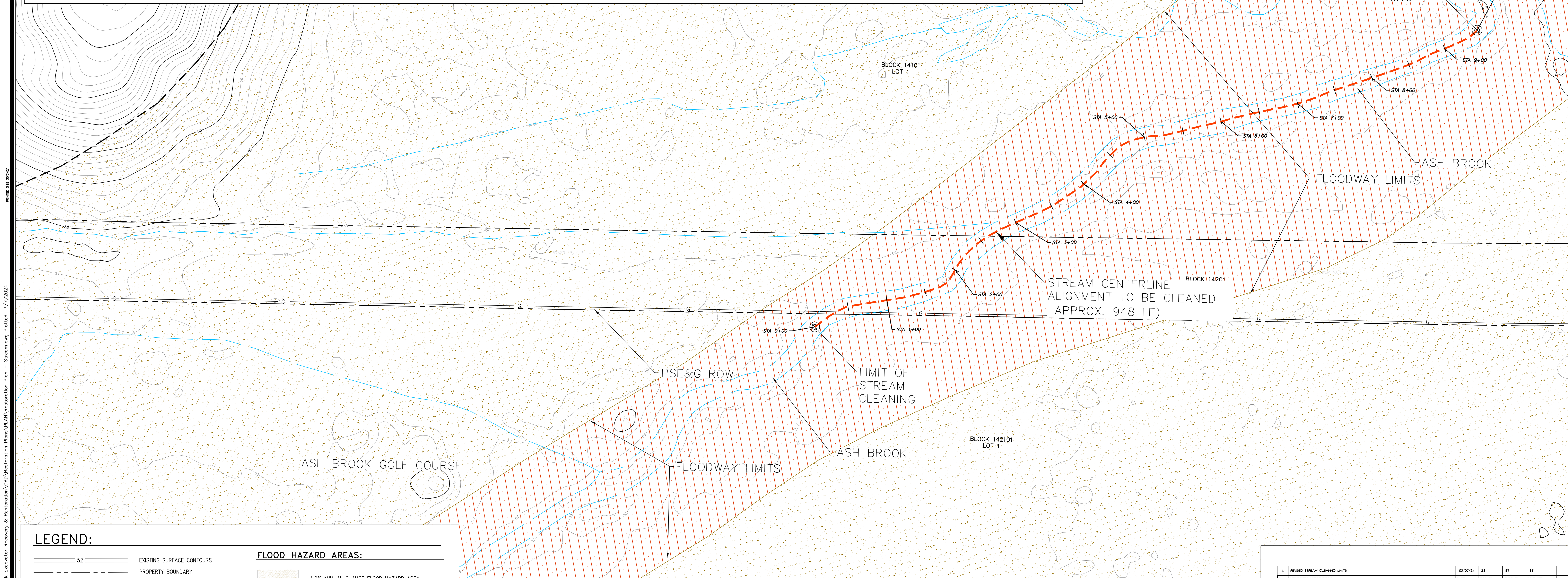
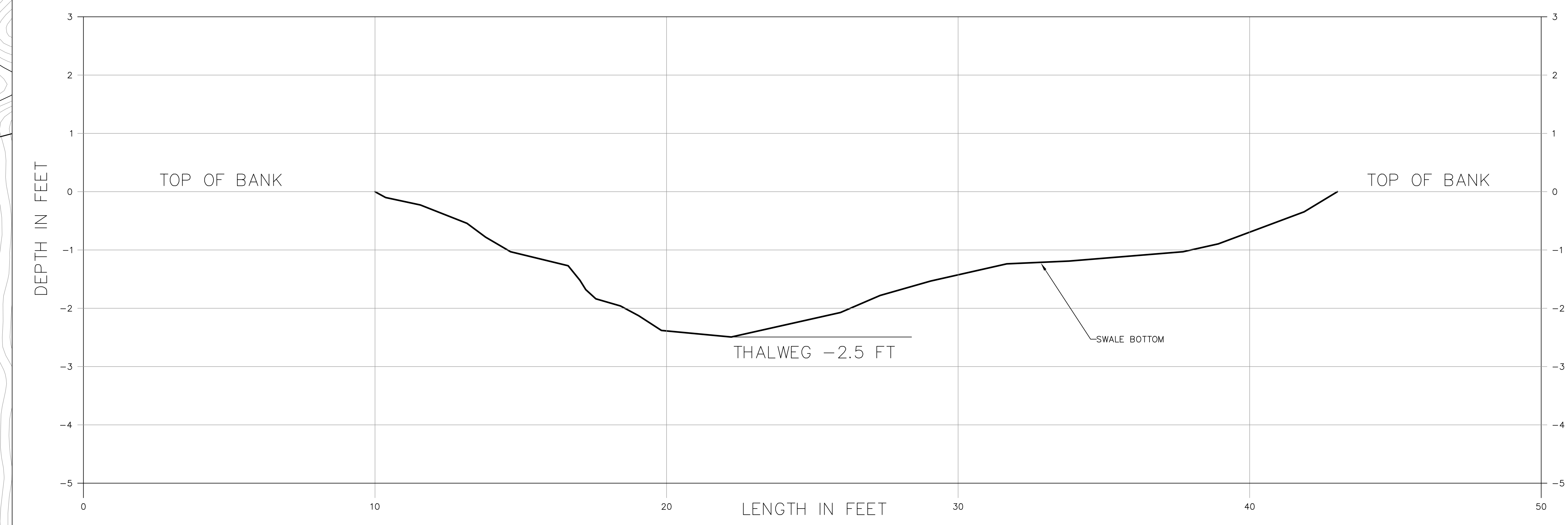
SCALE 1"=50'  
DRAWN BY ZMS  
CHECKED BY BT

DATE 02/26/2024  
DESIGNED BY ZMS  
SHEET 05 of 11

DRAWING NUMBER: IUN00325.01

REGISTERED: C07

### TYPICAL STREAM SECTION LOOKING UPSTREAM



**LEGEND:**

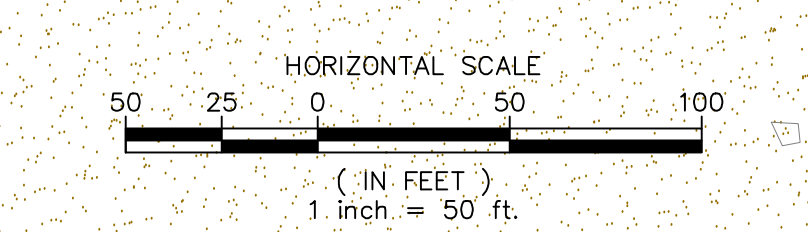
	EXISTING SURFACE CONTOURS		<b>FLOOD HAZARD AREAS:</b>
	PROPERTY BOUNDARY		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	ADJACENT PROPERTY BOUNDARY		REGULATORY FLOODWAY
	STREAM		
	EXISTING STREAM ALIGNMENT TO BE CLEANED		
	EXISTING GAS MAIN (APPROX. LOCATION)		

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP: PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
4. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT. HAZARD FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.6 FT NAVD 88.
5. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJOGIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY M00-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
6. STREAM CLEANING SECTION ALIGNMENT IS BASED ON FIELD OBSERVATIONS DATED 01-25-2024.

**NOTE:**  
 THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

DATUM CONVERSION: NGVD 1929 = NAVD 1988 +1



NO.	REVISION	DATE	BY	BT
1	REVISED STREAM CLEANING LIMITS	03/07/24	ZS	BT

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**STREAM CLEANING PLAN**  
**RESTORATION PROJECT**

**BEHRAM TURAN P.E. L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER  
 LICENSE NO. 24603921000

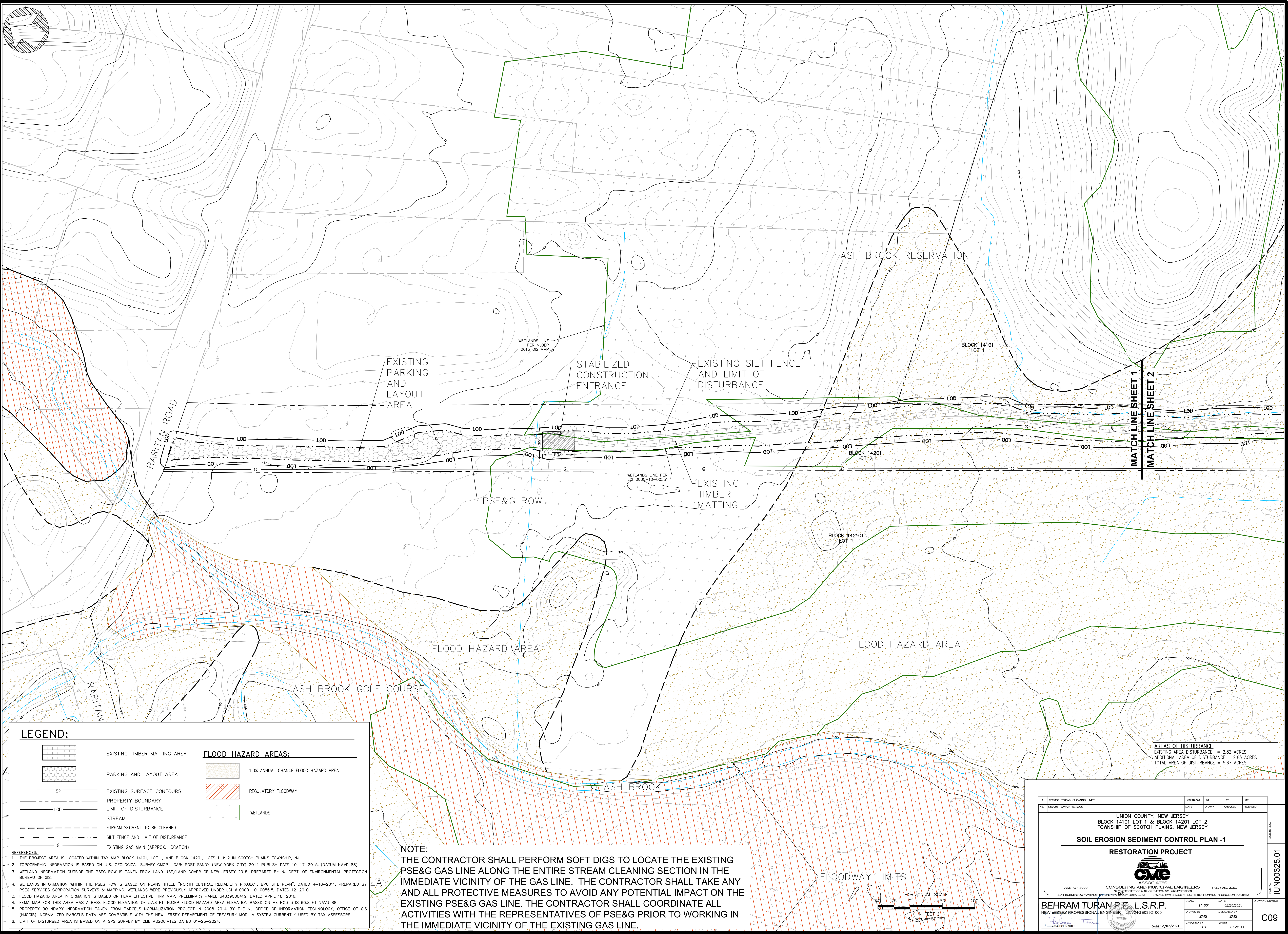
DATE: 03/07/2024

SCALE: 1"=50'  
 DRAWN BY: ZMS  
 CHECKED BY: BT

DATE: 02/26/2024  
 DESIGNED BY: ZMS  
 SHEET: 06 of 11

REGISTERED NUMBER: IUN00325.01

C08



**LEGEND:**

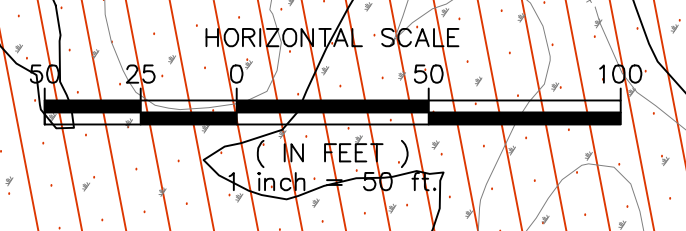
	EXISTING TIMBER MATTING AREA	<b>FLOOD HAZARD AREAS:</b>
	PARKING AND LAYOUT AREA	
	EXISTING SURFACE CONTOURS	
	PROPERTY BOUNDARY	
	LIMIT OF DISTURBANCE	
	STREAM	
	STREAM SEGMENT TO BE CLEANED	
	SILT FENCE AND LIMIT OF DISTURBANCE	
	EXISTING GAS MAIN (APPROX. LOCATION)	

**REFERENCES:**

1. THE PROJECT AREA IS LOCATED WITHIN TAX MAP BLOCK 14101, LOT 1, AND BLOCK 14201, LOTS 1 & 2 IN SCOTCH PLAINS TOWNSHIP, NJ.
2. TOPOGRAPHIC INFORMATION IS BASED ON U.S. GEOLOGICAL SURVEY CMGP LIDAR: POST SANDY (NEW YORK CITY) 2014 PUBLISH DATE 10-17-2015. (DATUM NAVD 88)
3. WETLANDS INFORMATION OUTSIDE THE PSEG ROW IS TAKEN FROM LAND USE/LAND COVER OF NEW JERSEY 2015, PREPARED BY NJ DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF GIS.
4. WETLANDS INFORMATION WITHIN THE PSEG ROW IS BASED ON PLANS TITLED "NORTH CENTRAL RELIABILITY PROJECT, BPU SITE PLAN", DATED 4-18-2011, PREPARED BY PSEG SERVICES CORPORATION SURVEYS & MAPPING, WETLANDS WERE PREVIOUSLY APPROVED UNDER LOI # 0000-10-0055.5, DATED 12-2010.
5. FLOOD HAZARD AREA INFORMATION IS BASED ON FEMA EFFECTIVE FIRM MAP, PRELIMINARY PANEL 34039C0041G, DATED APRIL 18, 2016.
6. FEMA MAP FOR THIS AREA HAS A BASE FLOOD ELEVATION OF 57.8 FT, NJDEP FLOOD HAZARD AREA ELEVATION BASED ON METHOD 3 IS 60.8 FT NAVD 88.
7. PROPERTY BOUNDARY INFORMATION TAKEN FROM PARCELS NORMALIZATION PROJECT IN 2008-2014 BY THE NJ OFFICE OF INFORMATION TECHNOLOGY, OFFICE OF GIS (NJODIS). NORMALIZED PARCELS DATA ARE COMPATIBLE WITH THE NEW JERSEY DEPARTMENT OF TREASURY MOD-IV SYSTEM CURRENTLY USED BY TAX ASSESSORS
8. LIMIT OF DISTURBED AREA IS BASED ON A GPS SURVEY BY CME ASSOCIATES DATED 01-25-2024.

**NOTE:**  
 THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

**AREAS OF DISTURBANCE**  
 EXISTING AREA DISTURBANCE = 2.82 ACRES  
 ADDITIONAL AREA OF DISTURBANCE = 2.85 ACRES  
 TOTAL AREA OF DISTURBANCE = 5.67 ACRES



NO.	REVISION	DATE	BY	BT
1	REVISED STREAM CLEANING LIMITS	02/07/24	ZS	BT

UNION COUNTY, NEW JERSEY  
 BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
 TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**SOIL EROSION SEDIMENT CONTROL PLAN -1**

**RESTORATION PROJECT**

(732) 727 8000

**BEHRAM TURAN P.E. L.S.R.P.**  
 NEW JERSEY PROFESSIONAL ENGINEER, LICENSE #246003921000

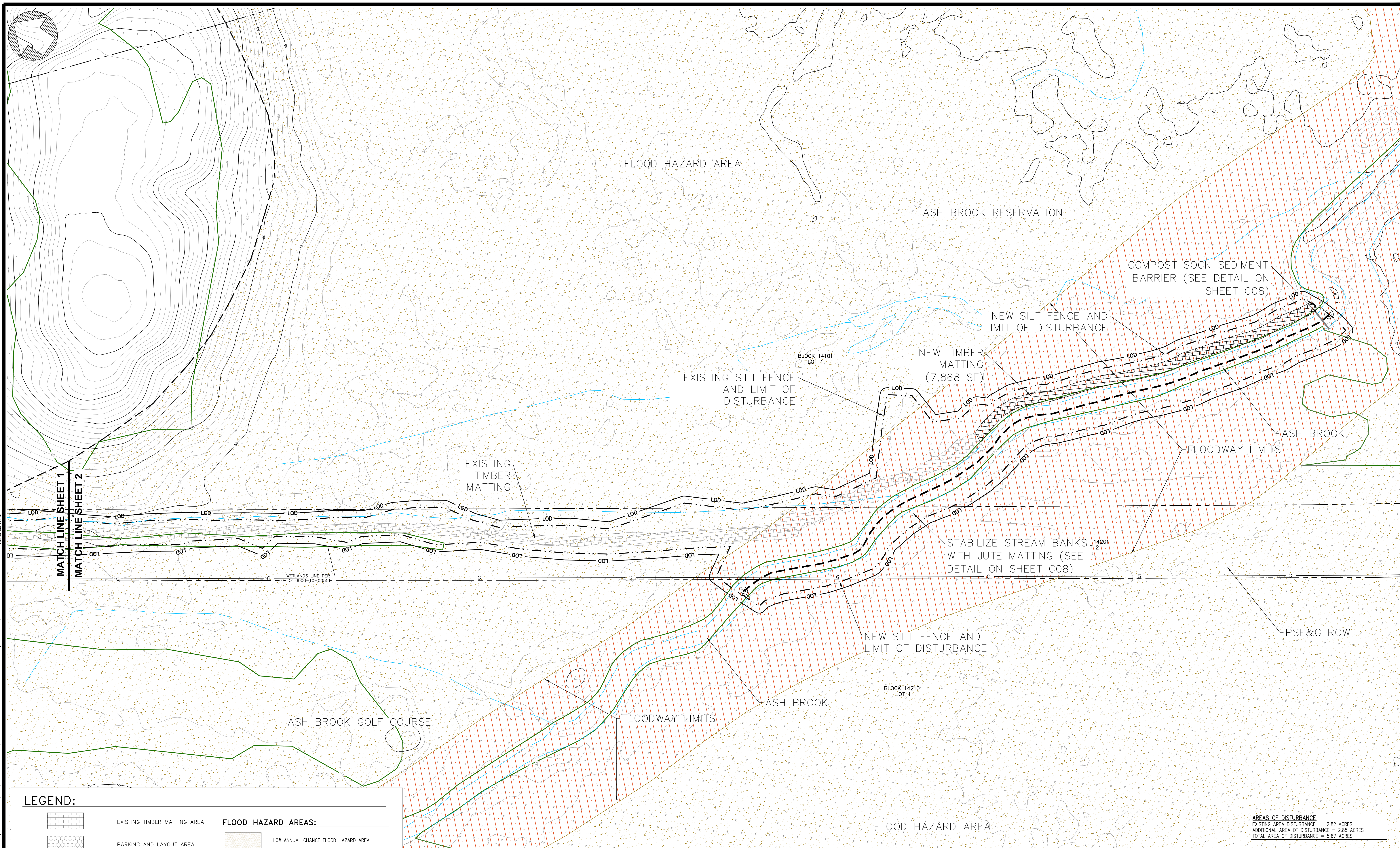
**CME ASSOCIATES**  
 CONSULTING AND MUNICIPAL ENGINEERS  
 REGISTERED PROFESSIONAL ENGINEERS  
 3141 BORDENTOWN AVENUE, SUITE 100, BORDENTOWN, NJ 08802

(732) 951 2101

DATE: 02/26/2024

SCALE: 1"=50'  
 DRAWN BY: ZMS  
 CHECKED BY: BT

DRAWING NUMBER: IUN000325.01  
 SHEET: 07 of 11  
 DATE: 03/07/2024



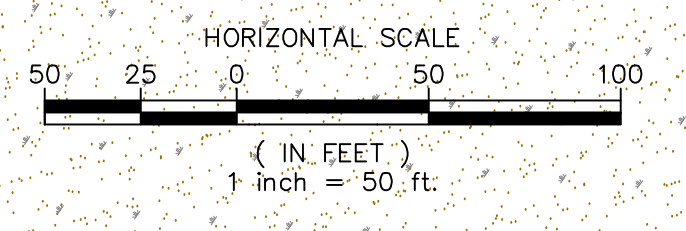
MATCH LINE SHEET 1  
MATCH LINE SHEET 2

**LEGEND:**

	EXISTING TIMBER MATTING AREA	<b>FLOOD HAZARD AREAS:</b>	
	PARKING AND LAYOUT AREA		1.0% ANNUAL CHANCE FLOOD HAZARD AREA
	EXISTING SURFACE CONTOURS		REGULATORY FLOODWAY
	PROPERTY BOUNDARY		WETLANDS
	LIMIT OF DISTURBANCE		NEW TIMBER MATTING AREA
	STREAM		
	STREAM SEGMENT TO BE CLEANED		
	SILT FENCE AND LIMIT OF DISTURBANCE		
	EXISTING GAS MAIN (APPROX. LOCATION)		

**NOTE:**  
THE CONTRACTOR SHALL PERFORM SOFT DIGS TO LOCATE THE EXISTING PSE&G GAS LINE ALONG THE ENTIRE STREAM CLEANING SECTION IN THE IMMEDIATE VICINITY OF THE GAS LINE. THE CONTRACTOR SHALL TAKE ANY AND ALL PROTECTIVE MEASURES TO AVOID ANY POTENTIAL IMPACT ON THE EXISTING PSE&G GAS LINE. THE CONTRACTOR SHALL COORDINATE ALL ACTIVITIES WITH THE REPRESENTATIVES OF PSE&G PRIOR TO WORKING IN THE IMMEDIATE VICINITY OF THE EXISTING GAS LINE.

**AREAS OF DISTURBANCE**  
EXISTING AREA DISTURBANCE = 2.82 ACRES  
ADDITIONAL AREA OF DISTURBANCE = 2.85 ACRES  
TOTAL AREA OF DISTURBANCE = 5.67 ACRES



NO.	REVISION	DATE	BY	BT
1	REVISED STREAM CLEANING LIMITS	02/01/24	ZS	BT

UNION COUNTY, NEW JERSEY  
BLOCK 14101 LOT 1 & BLOCK 14201 LOT 2  
TOWNSHIP OF SCOTCH PLAINS, NEW JERSEY

**SOIL EROSION SEDIMENT CONTROL PLAN -2**

**RESTORATION PROJECT**

BEHRAM TURAN, P.E., L.S.R.P.  
NEW JERSEY PROFESSIONAL ENGINEER LICENSE # 246003921000

SCALE	1"=50'	DATE	02/26/2024	DRAWING NUMBER	IUN00325.01
DRAWN BY	ZMS	DESIGNED BY	ZMS	CHECKED BY	BT
SHEET	08	OF	11		

DATE 03/07/2024

I:\proj\2024\Union County\IUN00325.01\_Ashbrook Excavator Recovery & Restoration\CAD\Restoration Plans\PLAN\Site Erosion Sediment Control Planning\Sheeted: 3/7/2024



