



# COUNTY OF UNION

## DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

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

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*Clerk of the Board*

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

DATE: June 13, 2024

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

TO: All Potential Bidders

RE: CLARIFICATION 2  
Replacement of Irving Street Bridge, Ra-10, City of Rahway,  
County of Union, New Jersey  
BA# 3-2024; Union County Engineering Project# 2015-018

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

### Question 1:

There are 4 revised Drawings in this Addendum. The 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> pages of the Addendum are the revised Drawings. These drawings are partial sheets. When we print them there are parts of the page that don't show on the printed sheets. Could you please provide replacement files for these 4 drawings so we may print full and complete sheets.

### Answer 1:

Please speak with your IT Department as it has been tested and full sheets are able to be printed.

### Question 2:

Is another precast arch shape that meets the geometric criteria, allowed?

### Answer 2:

No

### Question 3:

Are we allowed to replace the C.I.P. head wall and C.I.P. wing wall with an MSE retaining wall system that fits an alternate precast arch shape? Foundation depth of footing will be maintained.

### Answer 3:

No

### DIVISION OF ENGINEERING

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*County Engineer*  
*Director, Division of Engineering*

### Question 4:

It appears that the permit provided within the bid documents is for the repair of the Irving Street Bridge, not for the replacement, please clarify.

### Answer 4:

Please replace the NJDEP repair permit located in Appendix 1 with the attached replacement permit.

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STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATERSHED & LAND MANAGEMENT  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
www.nj.gov/dep/landuse



## PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.		Approval Date <b>March 9, 2023</b>
		Expiration Date <b>March 8, 2028</b>
<b>Permit Number(s):</b> 2013-18-0003.1 LUP220001	<b>Type of Approval(s):</b> WFD IP-Commercial/Industrial/Public (Waterward) WFD-IP-Commercial/Industry/Public (Landward) Water Quality Certificate	<b>Governing Rule(s):</b> N.J.A.C. 7:7-1.1(a) N.J.S.A. 58:10A
<b>Permittee:</b> Ricardo Matias Union County Bureau of Engineering 2325 South Street Scotch Plains, NJ 07076		<b>Site Location:</b> Block(s) & Lot(s): [N/A, N/A] Municipality: Rahway City County: Union
<b>Description of Authorized Activities:</b>  This document authorizes the Union County Division of Engineering to replace/rehabilitate Bridge No. Ra-10 (Irving Street Bridge) within the Irving Street right-of-way at the north and south approaches; in the City of Rahway, Union County. The activities authorized are listed on the parcel(s) referenced above and shown on the approved plan.  Issuance of this permit include a Water Quality Certificate.  This project is authorized under and in conditional compliance with the applicable Coastal Zone Management Rules (N.J.A.C. 7:7-1.1 et seq.), as amended on October 5, 2021, provided that all conditions to follow are met.  <i>The Department has determined that the herein approved activities meet the requirements of the (FHACA/CZM) rules. This approval does not obviate the local Floodplain Administrator's responsibility to ensure all development occurring within their community's Special Flood Hazard Area is compliant with the local Flood Damage Prevention Ordinance, and minimum NFIP standards, regardless of any state-issued permits. FEMA requires communities to review and permit all proposed construction or other development within their SFHA in order to participate in the NFIP.</i>		
<b>Prepared by:</b>  Vivian Fanelli		<b>Received and/or Recorded by</b> County Clerk:
If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.		
<b>This permit is not valid unless authorizing signature appears on the last page.</b>		

#### STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7-29.

<b>Riparian Zone Vegetation</b>	<b>Area of riparian zone (Acres)</b>
<b>Permanent Disturbed</b>	0.019
<b>Temporary Disturbed</b>	0

<b>WFD IP- Commercial/Industrial/Public(Waterward)</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Shellfish habitat</b>	0	0
<b>Intertidal subtidal shallows (ISS)</b>	0	0.096

#### PRE-CONSTRUCTION CONDITIONS:

1. Prior to the removal, demolition, or alteration of any components of Irving Avenue Bridge (No. Ra-10) over Robinsons Branch of the Rahway River (Union County Bridge #2013010), the permittee, using the services of an Architectural Historian who meets the Secretary of the Interior's Professional Qualifications Standards [48 FR 44738-9] in Architectural History, shall document the existing conditions of Bridge Ra-10 to Level III equivalent standards of the Historic American Engineering Record (HAER). In lieu of large format photography, the permittee shall include high-resolution digital photos that meet the National Park Service National Register Digital Photo Submission Standards. The standards can be found at the following web address: <https://www.nps.gov/hdp/standards/PhotoGuidelines.pdf>. The recordation shall include both archivally stable, 4-inch by 6-inch black and white prints and high-resolution digital RAW and/or TIFF files on an archival CD-R. A minimum of [fifteen (15)] views of the bridge shall be produced as part of the recordation. Photography shall include, but not be limited to, documentation of the interior and exterior of the bridge and the bridge's setting. The recordation shall also include high resolution digital copies of any historic as-builts and/or photographs. The HAER documentation shall be submitted to the Historic Preservation Office within six (6) months of permit issuance. A monthly status report shall be submitted to the Division of Land Use Regulation and the Historic Preservation Office.
2. The permittee shall ensure that the new design of the bridge is sympathetic to the character of the historic districts and shall be in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties to the greatest extent possible including but not limited to the proposed treatment of railings and parapets and the proposed color and aggregate of all concrete. Union County shall submit final plans and specifications for the new building to the Historic Preservation Office for review and approval prior to bidding the project for construction.
3. The permittee, using the services of an Architectural Historian or Historian who meets the Secretary of the Interior's Professional Qualifications Standards [48 CFR 44738-9], shall develop a historic context discussing the history and technology of stone bridges and culverts in Union County. The context shall also identify typologies of stone bridges and culverts in Union County. At minimum, the document shall be 30 pages of written text and include historic and recent photographs. A draft of the scope of work, including a proposed outline of the context, shall be submitted to the Historic

Preservation Office for review and approval prior to commencement of a draft document. A draft of the context shall be provided to the Historic Preservation Office for review and approval prior to the finalization of the document. The context shall be completed within 12 months of permit issuance. Union County shall produce four (4) archivally stable copies of the historic context for distribution to the following repositories: the Historic Preservation Office, the Rahway Historical Society, the Rahway Public Library, and the Union County Historical Society.

4. Archaeological monitoring shall be undertaken during the rehabilitation of the construction of the Union County Bridge Ra-10. Prior to construction, an archaeological monitoring plan shall be submitted to the Historic Preservation Office for review and approval. Construction shall not commence until the Permittee has received approval of the archaeological monitoring plan.

At a minimum, an archaeological monitoring plan shall include, but not limited to, the following:

- a. Project summary
  - b. A discussion of the location(s) requiring archaeological monitoring, a description of the archaeological methods and techniques to be employed, and project conditions requiring the presence of the archaeological monitor.
  - c. An outline of the responsibilities of all parties with respect to the archaeological monitoring, including:
    - i. Full contact information for the archaeologist.
    - ii. Specification of the number of days prior to project implementation that the archaeologist will be notified that the project is about to proceed.
    - iii. A chain of command identifying the individual(s), such as the project site officials and archaeological consultant, with the authority to require work cessations in areas where archaeological deposits are encountered.
    - iv. The duration of work cessations.
    - v. This section shall specifically address how the applicant and the cultural resources consultant will interact, as well as who is responsible for what aspect of monitoring.
  - d. A discussion of the report format, report outline, types of graphics, photographs and appendices to be submitted to the Historic Preservation Office for review and comment. The monitoring plan shall specify the time frame in which the monitoring report shall be submitted to the HPO for review and comment after the completion of the monitoring program.
  - e. A provision for the individual(s) conducting the work to meet the Secretary of the Interior's Professional Qualifications Standards for archaeology (48 FR 44738-9).
  - f. The archaeological monitoring plan shall be in keeping with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, September 29, 1983.
  - g. The applicant shall ensure that the archaeological monitoring plan is referenced in all project plans, documents, and specifications.
5. Union County shall implement the HPO approved archaeological monitoring plan as part of the replacement of the Union County Bridge Ra-10. The archaeological monitoring plan shall be referenced in all project documents and plans. All archaeological work shall be conducted in accordance with the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. All archaeological reporting and survey shall conform to the Requirements for Archaeological Survey Reports – Standards for Report Sufficiency at N.J.A.C. 7:4-8.5. The individual(s) conducting all phases of archaeological survey and reporting shall meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology (48 FR 44738-9).
  6. Prior to the construction of any structures and/or the placement of fill within any tidelands areas authorized under this permit, the permittee must apply to the Division's Bureau of Tidelands

Management for a tidelands instrument (e.g., a license or lease) for the use and occupation of said tidelands. Tidelands staff will provide further guidance upon review for the timing of construction. All decisions concerning the issuance of any tidelands instrument is solely up to the Division's Bureau of Tidelands Management following the Tidelands Resource Council policy.

7. Prior to the commencement of site clearing, grading, or construction onsite, the permittee shall install a sediment barrier at the limits of disturbance authorized herein, which is sufficient to prevent the sedimentation of the remaining freshwater wetlands and transition areas and shall serve as a physical barrier protecting these areas from encroachment by construction vehicles or other soil-disturbing activities. All sediment barriers and soil erosion control measures shall be kept in place and maintained throughout the duration of construction, until such time that the site is stabilized.

#### **SPECIAL CONDITIONS:**

1. In order to protect warm water fisheries within the Robinson's Branch; no grading, construction or clearing is permitted within the water onsite between May 1st through June 30th of each calendar year. Furthermore, any activity outside the Robinson's Branch, which would likely introduce sediment into the river and/or increase its turbidity, is also prohibited during this period. The Department reserves the right to suspend all regulated activities onsite should it be determined that the permittee has not taken proper precautions to ensure continuous compliance with this condition. If sediment control structures are installed prior to the timing restrictions stated above, construction behind the sediment control structures may proceed during the restricted period.
2. The use of Green Acres encumbered parkland, even temporarily (staging), requires prior approval from Public Land Compliance (PLC). If the proposed activities deviate from what is shown on approved plan, the permittee must contact PLC immediately. It is suggested you contact PLC at (609) 322-9713, if you have any questions.
3. Vegetation within 50 feet of the top of the bank, or edge of water shall only be disturbed in the areas specifically shown on the approved drawing/s. No other vegetation within 50 feet of the top of any stream bank, or edge of water, onsite shall be disturbed for any reason. This condition applies to all channels onsite regardless of the contributory drainage area.
4. Upon completion of the project, all temporarily disturbed areas within 50 feet of the top of any stream bank, or edge of water, onsite shall be restored to original topography and replanted with indigenous, non-invasive vegetation in accordance with N.J.A.C. 11.2.
5. The bridge approved under this permit does not have the hydraulic capacity to pass the flood hazard area design flood. Therefore, the proposed roadway may be overtopped by floodwaters and become inaccessible to emergency vehicles or other vehicular traffic during a flood.
6. Construction equipment cannot be stored, staged or driven within any channel, freshwater wetland or transition area, unless expressly approved by this permit and/or described on the approved plans.
7. Construction may only occur while the stream area is dry or in a de-watered condition. No work may be performed where the stream channel is wet.
8. De-watering of cofferdams must include properly sized temporary sediment basins or other filtering methods to reduce turbidity. The stream area to receive return water discharged from cofferdams must be encompassed by a turbidity barrier. The turbidity barrier must be located parallel to the stream banks and anchored to the shoreline to maintain free flow of the stream center. In order to avoid obstruction of stream flows or fish passage, turbidity barriers must not be placed across the entire stream channel.

9. Any new, reconstructed, enlarged, or elevated structure within a flood hazard area shall be secured to resist flotation, collapse, and displacement due to hydrostatic and hydrodynamic forces from floodwaters.
10. The riprap proposed within the channel must be carefully imbedded into the channel substrate and contoured to mimic the original physical characteristics of the channel (such as its shape, slope, thalweg and meander) in order to provide low-flow aquatic passage throughout the entire disturbed area. Furthermore, any void spaces within the riprap must be filled with native substrate from the channel.
11. After all in-channel activities are completed, native stream bed material must be replaced within the channel. This material must be contoured to mimic the original physical characteristics of the channel (such as its shape, width, slope, thalweg, meander, and ratio of shallow areas to deep areas,) in order to provide low-flow aquatic passage throughout the entire disturbed area.

**STANDARD CONDITIONS:**

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
2. The issuance of a permit does not convey any property rights or any exclusive privilege.
3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Watershed & Land Management by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
  - i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and

- iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- 8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
- 9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
- 10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
- 11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
- 12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
- 13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
  - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
- 14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
- 15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
- 16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
- 17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
- 18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
- 19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.

20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
23. A permit can be modified, suspended, or terminated by the Department for cause.
24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit to the Bureau of Coastal & Land Use Compliance & Enforcement email notification at [CLU\\_tomsriver@dep.nj.gov](mailto:CLU_tomsriver@dep.nj.gov) or mail notification to 501 E. State St, PO Box 420, Mail Code 501-01A, Trenton, NJ 08625 at least 3 days prior to commencement of site preparation and/or regulated activities, whichever comes first. The notification shall include proof of completion of all pre-construction conditions, including proof of recording of permits, approved plans and/or conservation easements, if required. The permittee shall allow an authorized Bureau representative on the site to inspect to ensure compliance with this permit.
27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to Watershed & Land Management at the address listed on page one of this permit.
28. This permit is issued subject to compliance with N.J.A.C. 7:7-27.2 Conditions that apply to all coastal permits.

**APPROVED PLANS:**

The drawings hereby approved consist of four (4) sheets prepared by Remington and Vernick Engineers, dated June 2022, unrevised, and entitled:

**“UNION COUNTY REPLACEMENT OF IRVING STREET BRIDGE, RA-10 CITY OF  
RAHWAY UNION COUNTY NEW JERSEY”**

“CONSTRUCTION PLAN” sheet 5 of 21,  
“GENERAL PLAN & ELEVATION” sheet 9 of 21,  
“SCOUR COUNTER MEASURE PLAN” sheet 11 of 21, and  
“SCOUR COUNTER MEASURE PROFILE” sheet 12 of 21.

**APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of Watershed & Land Management at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.

If you need clarification on any section of this permit or conditions, please contact Watershed & Land Management's Technical Support Call Center at (609) 777-0454.

Approved By:



Digitally signed

by Mark C Davis

Date: 2023.03.09

13:36:56 -05'00'

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Mark C. Davis, Section Chief  
Watershed & Land Management

c: Municipal Clerk, Rahway City  
Municipal Construction Official, Rahway City  
Agent (original) – Frank Seney



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT  
*Joseph J. Policay, Jr., CPWM, Acting Director*

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*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:** June 7, 2024

**RE:** **ADDENDUM NUMBER 1**  
**Replacement of Irving Street Bridge, Ra-10,**  
**City of Rahway,**  
**County of Union, New Jersey**  
**BA# 3-2024;**  
**Union County Engineering Project# 2015-018**

Attached is Addendum Number 1 dated June 6, 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

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**Addendum 1**  
**Union County**  
**Request for Bids**

**Replacement of the Irving Street Bridge (Ra-10)**

**NOTICE**

This Addendum is considered part of this Request for Bids and must be acknowledged with your Bid Submission.

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The following pages contain:

- A. Answers to submitted written questions from perspective bidders.**
- B. Revise Plan Sheets 3, 8, 10, 14 (four (4) plan sheets).**
- C. Revised pages 58 and 59 of the Contract Technical Specifications**
- D. Revised Bid Form, pages 4-7 of the Contract Specifications increasing the bid quantity Item 49 Concrete Bridge Sidewalk, HPC to 80 CY**

**ATTACHMENT A**

**Submitted Written Questions from Perspective Bidders and Answers**

1. Is a field office required for the project?

**Field office is not required for the project.**

2. In the General Specifications, Section 10, Insurance Requirements, Paragraph F, Builders Risk: This section states that builders risk is required for major renovations, does this project qualify as a major renovation?

**Builder's Risk Insurance is not required for this project.**

3. In reference to the bridge structure: Please provide details for the spandrel walls that are required to retain fill a top of the precast concrete arch ways.

**The referenced "spandrel wall" is the precast headwall shown on sheet no. 10 of 21. The cost of the precast headwall shall be included in the pay item "Precast Concrete Arch Bridge, Two Span Installed". Additionally, the fascia of the center joints will require a precast closure wall, all associated costs to be included in the pay item "Precast Concrete Arch Bridge, Two Span Installed". The closure wall shall be stained to match stone veneer and the cost of the precast headwall shall be included in the pay item "Precast Concrete Arch Bridge, Two Span Installed".**

**The precast headwall and the closure wall shall be designed by the precast manufacturer including all connections and design calculations shall be provided, signed and sealed by a New Jersey Professional Engineer. Working drawings and calculation shall be submitted for review and comment in accordance with contract technical specification section 505.**

4. Item #45 - Precast Concrete Arch Bridge – LS, Sheet 14/21, Detail B: What material is depicted vertically between the archway legs at the center pier?

**Soil Aggregate I-9 as per notes 4 and 5 on plan sheet no. 10.**

5. Item #48 - Concrete Parapet with Monolithic Moment Slab – 135 LF: Please provide a detail of the monolithic parapet and moment slab and define the pay limits.

**The Monolithic Moment Slab is the Bridge Sidewalk. Please see Bridge Parapet and Sidewalk Detail on contact plan sheet no. 16. The pay limit shall be the actual length in linear feet of Concrete Parapet installed. The Monolithic Moment Slab will be paid under Item 49 Concrete Bridge Sidewalk, HPC.**

6. Item #49 - Concrete Sidewalk – 55 CY: Please define pay limits versus Item #48 and review bid quantity.

**Please see answer to question 5 above and Addendum 1 attachments.**

7. Will the contractor be required to maintain driveway access to the apartment complex at 1640 Irving Street?

**Please see Contract Technical Specification Page T1, Paragraph 3.**

8. In order to install the North footing, a portion of the paver driveway and wall at 1640 Irving Street may need to be removed and replaced. Please clarify how the contractor will be paid for this work.

**If it is determined portions of the paver and wall at 1640 need to be removed and replaced to construct the work of the project compensation will be made to the contractor under the contract's contingency.**

9. The existing utility and light poles at the Northeast corner are in conflict with the proposed footing and drainage. Please clarify how the contractor will be paid to remove/relocate the poles.

**Please see note 3 on plan sheet no. 5.**

10. Please provide as-built drawings for all adjacent buildings at bridge corners

**The County does not possess such records.**

11. Please provide inspection reports for the subject bridge.

**As per NJDOT inspection reports cannot be released.**

12. Structure Length:

- a. The details on Sheet 17 show a structure length of 66'-0". However, given the dimensions shown on Sheet 10, it would appear the structure length needs to be 66'-4 1/2" (39'-7 3/4" curb to curb with + 11'-6" west sidewalk + 11'-9" east sidewalk + (2) 1'-7" barriers + (2) 1 3/4" distance from face of barrier cap to outside end of structure.

**Agreed.**

13. Structure Elevations:

- a. The profile drawing on Sheet 8 appears to show the outside top of arch set to Elev. 10.00, which would result in the inside top of arch being at Elev. 9.17, since the arch is 10" thick. However, the elevation on Sheet 10 calls out the inside top of arch to be at Elev. 10.00.

**Inside the arch is elevation 10.00. Please also see Addendum 1 attachments.**

- b. The bottom of footer is called out to be Elev. -7.71, the top of footer is called out to be Elev. -5.71. The pedestal is detailed to be 5'-8" tall, so that would put the top of pedestal at Elev. -0.04. The keyway is shown as 6" deep, with the bottom of arch leg setting 5" below the top of pedestal. This would put the bottom of arch leg at Elev. -0.54. The arch is shown to be a 10'-0" precast arch rise, so that would put the inside top of arch at Elev. 9.54. However, elsewhere in the plans, the inside top of arch is called out to be at Elev. 10.00. Can the EOR please confirm if the arch intrados should be set to Elev. 10.00? If so, the pedestal wall height will need to be made 5.5" taller (6'-1 1/2" tall pedestal, with top of pedestal set to Elev. +0.42.

**Please see Addendum No. 1 attachments.**

14. Height of Cover:

- a. If the inside top of arch is intended to be set to Elev. 10.00, the outside top of arch would be at Elev. 10.83. The roadway elevation ranges from about Elev. 12.9 +/- to Elev. 14.7 +/- over the structure. This would result in a height of cover range of about 2.0' min. to 4.0' max.

**Please see Addendum 1 attachments.**

- b. The detail on Sheet 14 indicates assume 1'-0" minimum to 1'-6" maximum height of cover.

**Please see Addendum 1 attachments.**

15. Headwalls:

- a. It is not clear if the headwalls are intended to be precast or cast in place. We are assuming they are precast. Please clarify.

**Precast per the callout on plan sheet no.10.**

- b. There is no detail for the barrier and moment slab over the headwall. We are assuming the top of headwall extends up to 1" below the bottom of the moment slab. Please confirm.

**Confirmed.**

- c. There are no elevations for the top of headwall / bottom of moment slab. Please provide.

**Refer to cross sections on plan sheet no. 9.**

16. Steel Reinforcement:

- a. The spec for reinforcement steel just says ASTM A615 (Grade 60). There is no mention of epoxy coated or galvanized steel. We need clarification whether or not the arches need to be epoxy coated or galvanized, or if uncoated is acceptable.

**Reinforcement bars shall be epoxy coated. The cost for all reinforcement in all precast elements shall be paid for under the pay item "Precast Concrete Arch Bridge, Two Span Installed".**

17. Stone Veneer:

- a. The West Elevation on Sheet 10 of the plans calls out to Install Ashlar Stone Veneer to all headwall facades and provides a detail. It looks like the architectural treatment is not a form liner, but a manufactured stone.

**Correct.**

- b. Should we assume that we need to set the headwall back 2" to provide a ledge for this stone?

**Yes.**

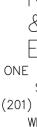
- c. Or should we assume that the stone veneer will also cover the end face of the arch?

**No, the arch will be stained concrete to match the stone veneer.**

ESTIMATE OF QUANTITIES					
ROADWAY PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY
1	MOBILIZATION	LS	1	0	1
2	SILT FENCE	LF	95	25	120
3	FLOATING TURBIDITY BARRIER, TYPE 2	LF	57	13	70
4	SEDIMENT CONTROL BAG	SF	450	450	900
5	INLET FILTER TYPE 2, 2' X 4'	UNIT	4	0	4
6	BREAKAWAY BARRICADE, TYPE-III	UNIT	25	5	30
7	DRUM	UNIT	20	10	30
8	TRAFFIC CONE	UNIT	20	20	40
9	CONSTRUCTION SIGNS	SF	225	25	250
10	CONSTRUCTION IDENTIFICATION SIGN, 4' X 8' (IF & WHERE DIRECTED)	UNIT	0	2	2
11	CONSTRUCTION BARRIER CURB	LF	150	15	165
12	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2	0	2
13	FUEL PRICE ADJUSTMENT	DOLL	1	0	1
14	ASPHALT PRICE ADJUSTMENT	DOLL	1	0	1
15	CLEARING SITE	LS	1	0	1
16	EXCAVATION, UNCLASSIFIED	CY	2680	400	3080
17	HMA MILLING, 3" OR LESS	SY	460	40	500
18	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	500	250	750
19	TACK COAT	GAL	145	70	215
20	PRIME COAT	GAL	150	75	225
21	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	110	50	160
22	HOT MIX ASPHALT 25 M 64 BASE COURSE, 6" THICK	TON	170	80	250
23	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	LF	432	68	500
24	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	1	0	1
25	MANHOLE, 4' DIAMETER	UNIT	1	0	1
26	MANHOLE, 5' DIAMETER	UNIT	1	0	1
27	MANHOLE, 6' DIAMETER	UNIT	1	0	1
28	15" REINFORCED CONCRETE PIPE	LF	32	3	35
29	18" REINFORCED CONCRETE PIPE	LF	10	5	15
30	30" REINFORCED CONCRETE PIPE	LF	29	6	35
31	42" REINFORCED CONCRETE PIPE	LF	29	6	35
32	CONCRETE SIDEWALK, 4" THICK	SY	155	15	170
33	CONCRETE DRIVEWAY, 6" THICK	SY	18	7	25
34	9" X 18" CONCRETE VERTICAL CURB	LF	120	30	150
35	GABION CHANNEL LINING	CY	150	20	170
36	EXCAVATION, TEST PIT (IF & WHERE DIRECTED)	CY	0	100	100
37	VIBRATION MONITORING	LS	1	0	1
38	NO ITEM				
BRIDGE PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY
39	CLEARING SITE, BRIDGE (RA-10)	LS	1	0	1
40	NO ITEM				
41	I-9 SOIL AGGREGATE	CY	950	50	1000
42	I-13 SOIL AGGREGATE	CY	1410	140	1550
43	TEMPORARY COFFERDAM	LS	1	0	1
44	REINFORCEMENT STEEL, EPOXY-COATED	LB	73000	1000	74000
45	PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED	LS	1	0	1
46	CONCRETE FOOTING	CY	300	25	325
47	CONCRETE WING WALL	CY	30	5	35
48	CONCRETE BRIDGE PARAPET WITH MOMENT SLAB, HPC	LF	123	12	135
49	CONCRETE BRIDGE SIDEWALK, HPC	CY	70	10	80
50	NATURAL STONE VENEER	SF	830	500	1330
51	SPRAY APPLIED WATERPROOFING MEMBRANE	SY	430	18	448
52	ARCHAEOLOGICAL MONITORING PLAN PREPARATION AND IMPLEMENTATION (ALLOWANCE)	LS	1	0	1
53	FOUNDATION UNDERPINNING (ALLOWANCE)	LS	1	0	1
54	COARSE AGGREGATE, SIZE NO. 57	CY	45	15	60
55	DATE PANEL	UNIT	2	0	2

ROADWAY PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY
1	MOBILIZATION	LS	1	0	1
2	SILT FENCE	LF	95	25	120
3	FLOATING TURBIDITY BARRIER, TYPE 2	LF	57	13	70
4	SEDIMENT CONTROL BAG	SF	450	450	900
5	INLET FILTER TYPE 2, 2' X 4'	UNIT	4	0	4
6	BREAKAWAY BARRICADE, TYPE-III	UNIT	25	5	30
7	DRUM	UNIT	20	10	30
8	TRAFFIC CONE	UNIT	20	20	40
9	CONSTRUCTION SIGNS	SF	225	25	250
10	CONSTRUCTION IDENTIFICATION SIGN, 4' X 8' (IF & WHERE DIRECTED)	UNIT	0	2	2
11	CONSTRUCTION BARRIER CURB	LF	150	15	165
12	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2	0	2
13	FUEL PRICE ADJUSTMENT	DOLL	1	0	1
14	ASPHALT PRICE ADJUSTMENT	DOLL	1	0	1
15	CLEARING SITE	LS	1	0	1
16	EXCAVATION, UNCLASSIFIED	CY	2680	400	3080
17	HMA MILLING, 3" OR LESS	SY	460	40	500
18	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	500	250	750
19	TACK COAT	GAL	145	70	215
20	PRIME COAT	GAL	150	75	225
21	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	110	50	160
22	HOT MIX ASPHALT 25 M 64 BASE COURSE, 6" THICK	TON	170	80	250
23	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	LF	432	68	500
24	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	1	0	1
25	MANHOLE, 4' DIAMETER	UNIT	1	0	1
26	MANHOLE, 5' DIAMETER	UNIT	1	0	1
27	MANHOLE, 6' DIAMETER	UNIT	1	0	1
28	15" REINFORCED CONCRETE PIPE	LF	32	3	35
29	18" REINFORCED CONCRETE PIPE	LF	10	5	15
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32	CONCRETE SIDEWALK, 4" THICK	SY	155	15	170
33	CONCRETE DRIVEWAY, 6" THICK	SY	18	7	25
34	9" X 18" CONCRETE VERTICAL CURB	LF	120	30	150
35	GABION CHANNEL LINING	CY	150	20	170
36	EXCAVATION, TEST PIT (IF & WHERE DIRECTED)	CY	0	100	100
37	VIBRATION MONITORING	LS	1	0	1
38	NO ITEM				

- | BRIDGE PAY ITEMS |                                                                           |       |               |                     |                   |
|------------------|---------------------------------------------------------------------------|-------|---------------|---------------------|-------------------|
| PAY ITEM NO.     | DESCRIPTION                                                               | UNITS | PLAN QUANTITY | IF & WHERE DIRECTED | CONTRACT QUANTITY |
| 39               | CLEARING SITE, BRIDGE (RA-10)                                             | LS    | 1             | 0                   | 1                 |
| 40               | NO ITEM                                                                   |       |               |                     |                   |
| 41               | I-9 SOIL AGGREGATE                                                        | CY    | 950           | 50                  | 1000              |
| 42               | I-13 SOIL AGGREGATE                                                       | CY    | 1410          | 140                 | 1550              |
| 43               | TEMPORARY COFFERDAM                                                       | LS    | 1             | 0                   | 1                 |
| 44               | REINFORCEMENT STEEL, EPOXY-COATED                                         | LB    | 73000         | 1000                | 74000             |
| 45               | PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED                          | LS    | 1             | 0                   | 1                 |
| 46               | CONCRETE FOOTING                                                          | CY    | 300           | 25                  | 325               |
| 47               | CONCRETE WING WALL                                                        | CY    | 30            | 5                   | 35                |
| 48               | CONCRETE BRIDGE PARAPET WITH MOMENT SLAB, HPC                             | LF    | 123           | 12                  | 135               |
| 49               | CONCRETE BRIDGE SIDEWALK, HPC                                             | CY    | 70            | 10                  | 80                |
| 50               | NATURAL STONE VENEER                                                      | SF    | 830           | 500                 | 1330              |
| 51               | SPRAY APPLIED WATERPROOFING MEMBRANE                                      | SY    | 430           | 18                  | 448               |
| 52               | ARCHAEOLOGICAL MONITORING PLAN PREPARATION AND IMPLEMENTATION (ALLOWANCE) | LS    | 1             | 0                   | 1                 |
| 53               | FOUNDATION UNDERPINNING (ALLOWANCE)                                       | LS    | 1             | 0                   | 1                 |
| 54               | COARSE AGGREGATE, SIZE NO. 57                                             | CY    | 45            | 15                  | 60                |
| 55               | DATE PANEL                                                                | UNIT  | 2             | 0                   | 2                 |

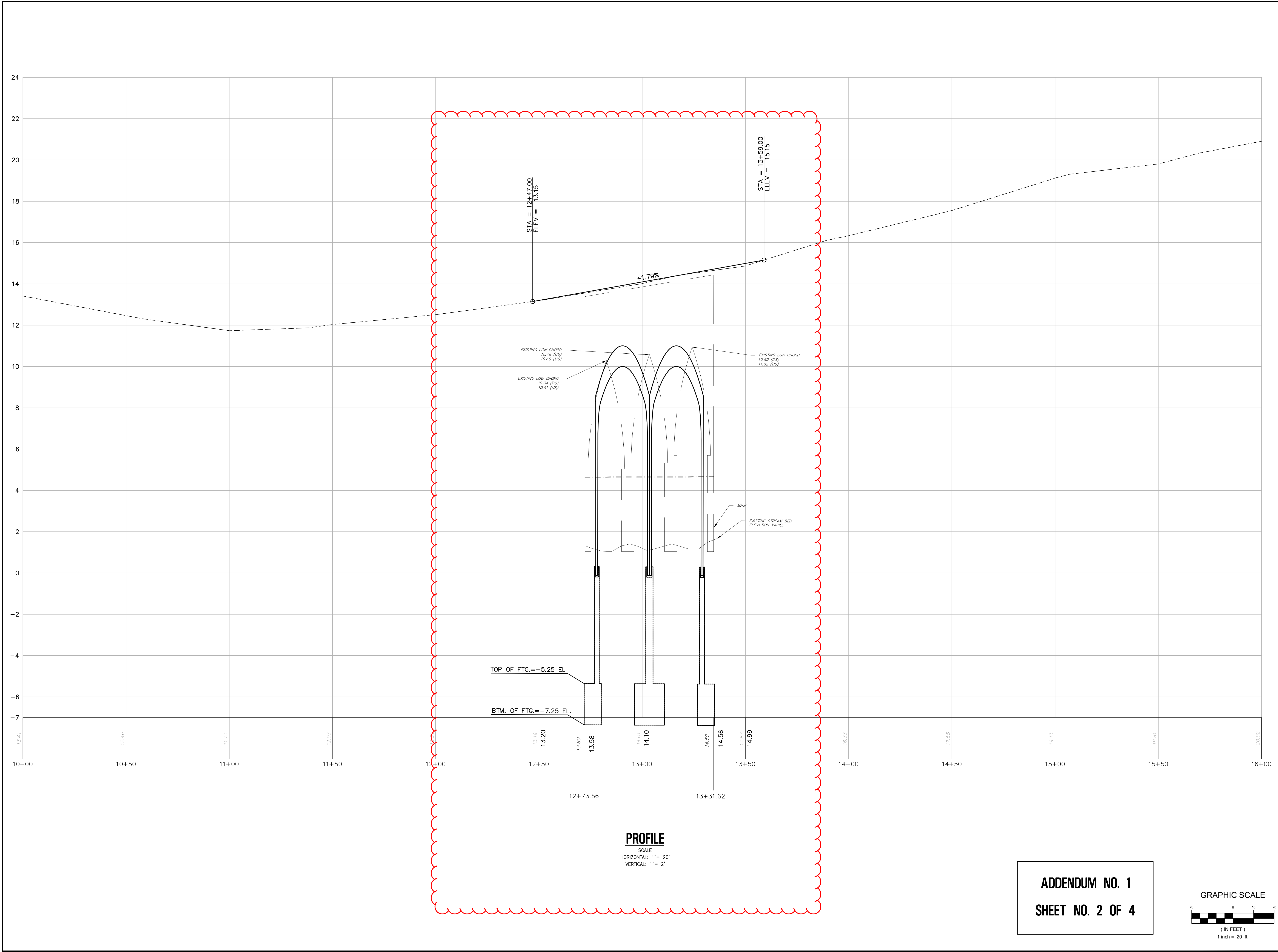
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		6/4/24	AFJ/EJS
		DATE	BY CHK
		REVISION	
	APPENDUM NO. 1		
		No	

<h1 style="margin: 0;">ESTIMATE OF QUANTITIES</h1>		<p>UNION COUNTY</p> <p><b>REPLACEMENT OF</b></p> <p><b>IRVING STREET BRIDGE, Ra-10</b></p> <p>CITY OF RAHWAY</p> <p>UNION COUNTY</p> <p style="text-align: right;">NEW JERSEY</p>	
DRAWN BY: <b>CFC</b>	DESIGN BY: <b>JW/JJM</b>	CHECKED BY: <b>DMS</b>	SCALE: <b>AS NOTED</b>
DATE: <b>JULY 2023</b>		SHEET No. _____ <b>3 of 21</b>	
JES No.: <b>2000F003</b>			

**ADDENDUM NO. 1**

**SHEET NO. 1 OF 4**



PROFILE

SCALE  
HORIZONTAL: 1" = 20'  
VERTICAL: 1" = 2'

ADDENDUM NO. 1

SHEET NO. 2 OF 4

GRAPHIC SCALE



1 inch = 20 ft.

1901

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DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR  
RESULTING THEREFROM.

NO.	ADDENDUM NO.	REVISION	DATE	BY	CHK
1	ADDENDUM NO. 1		6/4/24	AF	JS

PROFILE

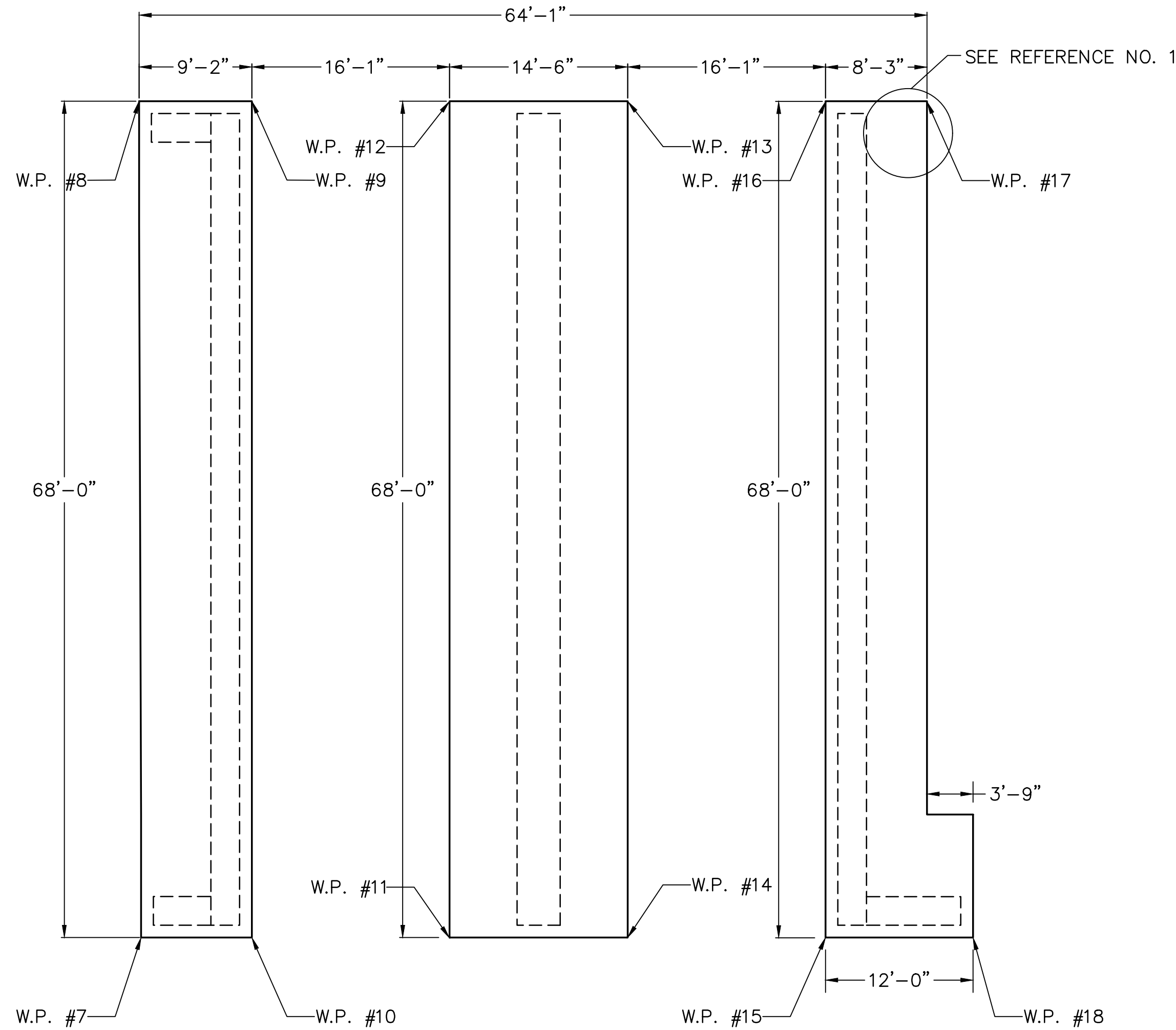
UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10  
CITY OF RAHWAY  
UNION COUNTY  
NEW JERSEY

DRAWN BY:	DESIGN BY:	CHECKED BY:	SCALE:
CFC	JW/JJM	DMS	AS NOTED
DATE:			
JULY 2023			
JOB No.:			
2000F003			
SHEET No.:			
8			
of 21			

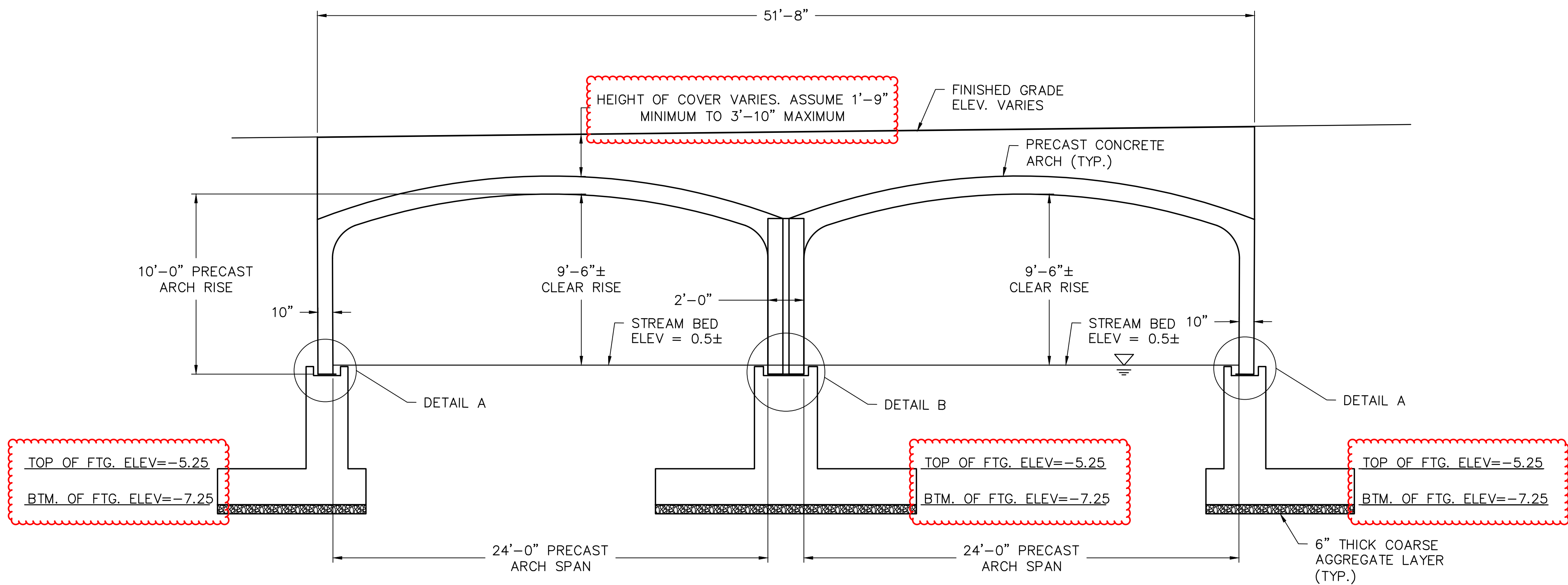




ADDENDUM NO. 1  
SHEET NO. 4 OF 4

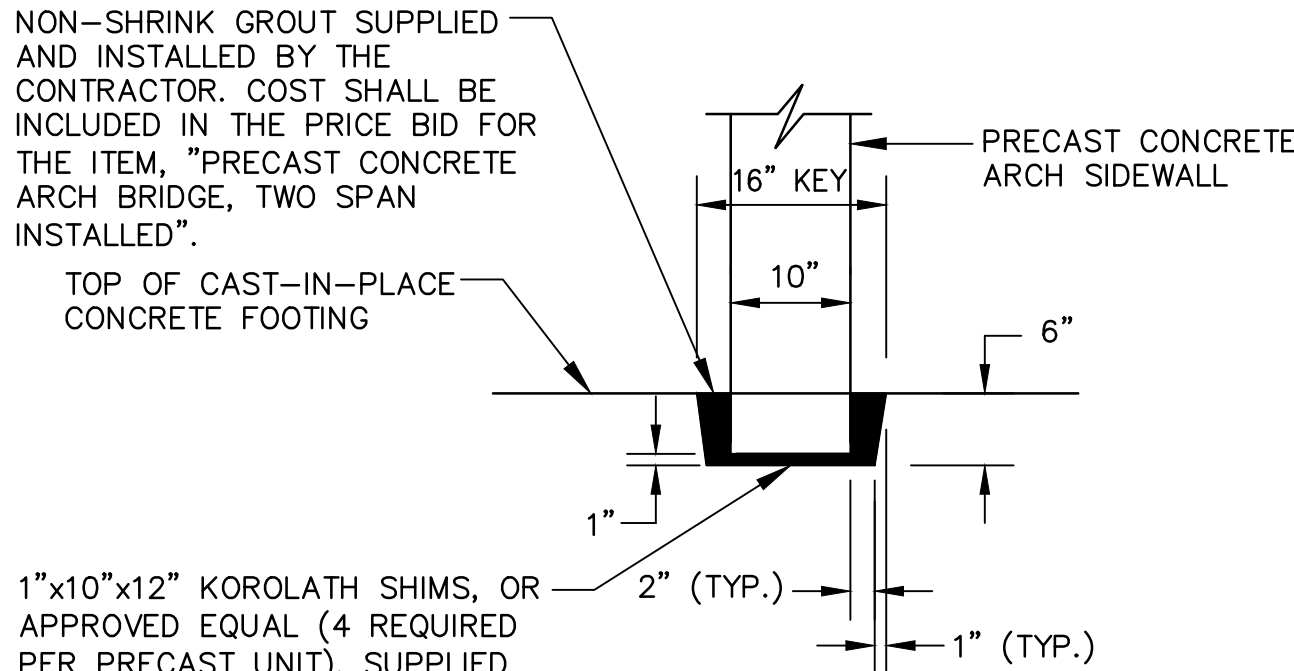


PLAN VIEW - FOOTINGS  
SCALE: 1/8" = 1'-0"

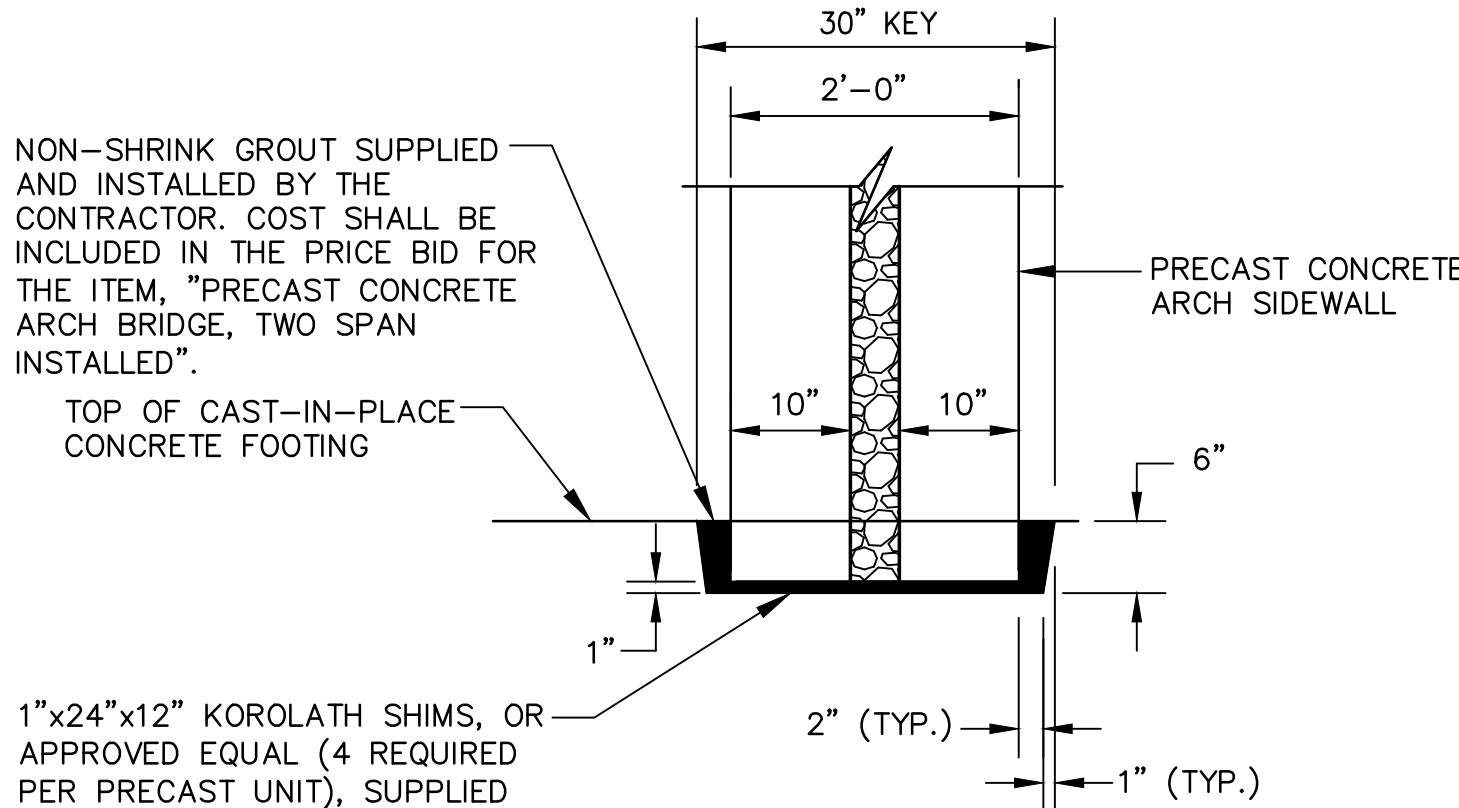


24'-0" x 10'-0" CON SPAN B-SERIES  
SCALE: 1/4" = 1'-0"

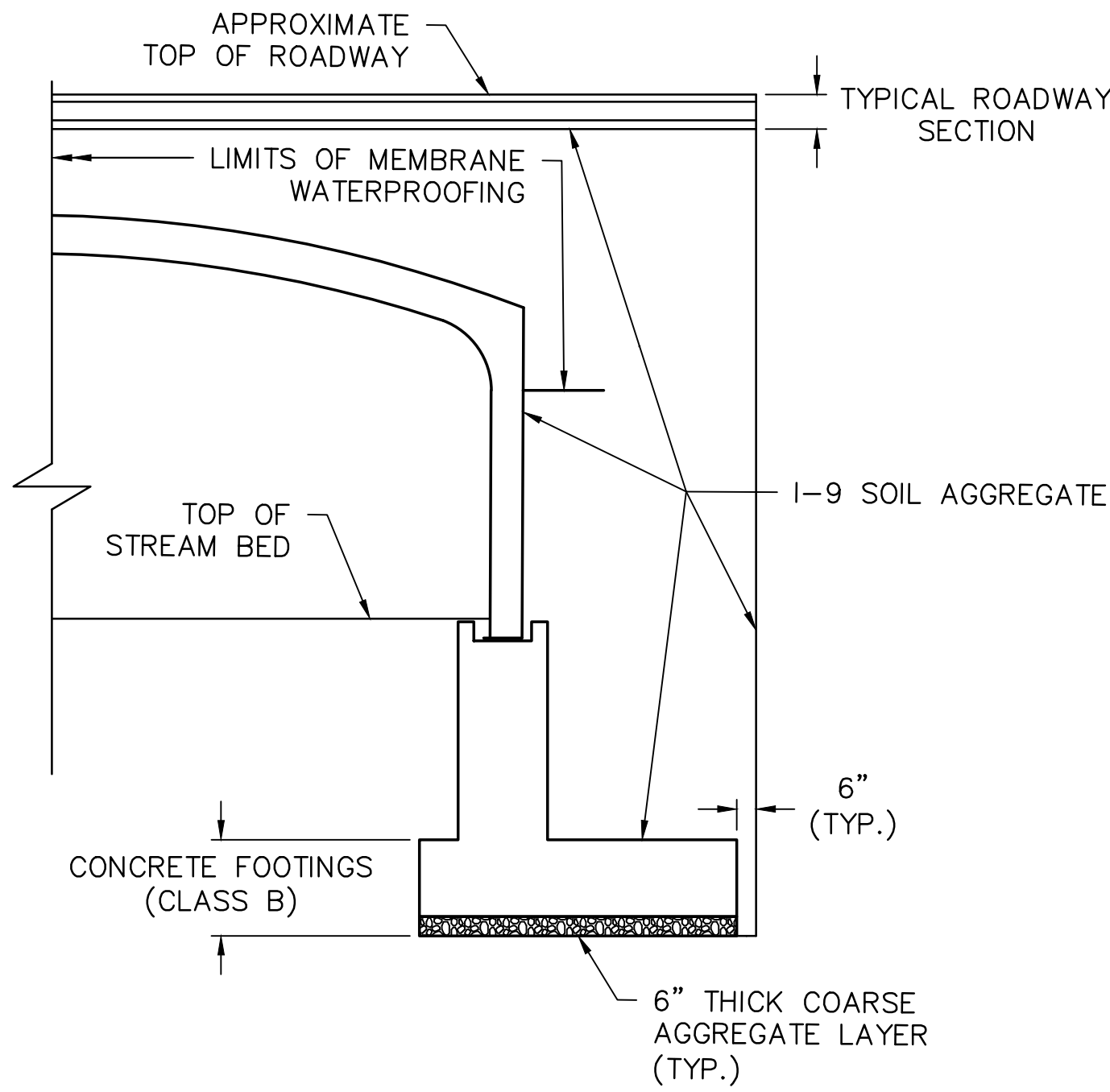
WORKING POINT DATA				
W.P. NUMBER	STATION	OFFSET FROM	COORDINATES	
			NORTHING	EASTING
7	12+70.20	33.50' RT.	647668.20	553991.76
8	12+70.32	34.50' LT.	647672.79	554059.60
9	12+79.48	34.46' LT.	647663.64	554060.19
10	12+79.20	33.54' RT.	647659.21	553992.34
11	12+95.20	33.61' RT.	647643.25	553993.38
12	12+95.48	34.39' LT.	647647.67	554061.24
13	13+09.98	34.33' LT.	647633.21	554062.18
14	13+09.70	33.67' RT.	647628.78	553994.33
15	13+25.70	33.74' RT.	647612.81	553995.37
16	13+25.99	34.26' LT.	647617.24	554063.22
17	13+34.24	34.23' LT.	647609.01	554063.76
18	13+37.70	33.79' RT.	647600.84	553996.15



DETAIL A  
SCALE: 3/4" = 1'-0"



DETAIL B  
SCALE: 3/4" = 1'-0"



TYPICAL STRUCTURAL BACKFILL DETAIL  
SCALE: NTS

REFERENCE:

1. REFER TO NOTE NO. 6 ON SHEET NO. 10 OF 21.



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DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR  
RESULTING THEREFROM.

DATE	BY	CHK
6/4/24	AF	EJS
REVISION	DATE	BY
1	ADDENDUM NO. 1	No

FOOTING PLAN AND SECTION

UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10  
CITY OF RAHWAY  
UNION COUNTY  
NEW JERSEY

DRAWN BY:	DESIGN BY:	CHECKED BY:	SCALE:
CFC	JW/JJM	DMS	AS NOTED
DATE:	JULY 2023		
JOB No.:	2000F003	SHEET No.:	14 of 21

**SECTION 505 – PRECAST AND PRESTRESSED STRUCTURAL CONCRETE****505.01 DESCRIPTION**

THE FIRST PARAGRAPH IS CHANGED TO:

This Section describes the requirements for furnishing and erecting the precast concrete arch bridge including the associated precast headwall and precast closure wall.

**505.02 MATERIALS****505.02.01 Materials**

THE FOLLOWING IS ADDED:

Provide materials in accordance with the manufacturer's specifications. Unless otherwise notes, all materials shall conform to the materials list in Section 505.02.01 of the NJDOT Standard Specifications.

Reinforcement shall be ASTM A615 (grade 60) epoxy coated.

**505.03 CONSTRUCTION**

THE FOLLOWING SUBSECTION IS CHANGED AS FOLLOWS:

**505.03.03 Precast Concrete Arch Structure**

THE FOLLOWING SUBSECTION IS CHANGED AS FOLLOWS:

**505.03.03 Precast Concrete Arch Bridge, Headwall and Closure Wall****A. Working Drawings.**

THE FOLLOWING IS ADDED:

7. Submit manufacturer's product data and/or shop drawings along with manufacturer's specifications for precast concrete bridge arch and associated headwall and closure wall.
8. Working drawings shall be accompanied by design calculations for the precast concrete units. The calculations and working drawings shall be signed and sealed by a licensed New Jersey Professional Engineer.

**D. Erecting.**

THE FOLLOWING IS ADDED:

It is the responsibility of the contractor to ensure that a crane of the correct lifting capacity is available to handle the precast concrete units. This can be accomplished by using the weights given for the precast concrete components and by determining the lifting reach for each crane unit. Site conditions must be checked well in advance of shipping to ensure proper crane location and to avoid any lifting restrictions. The lift anchors or holes provided in each unit are the only means to be used to lift the

elements. The precast concrete elements must not be supported or raised by other means than those given in the manuals and drawings without written approval from manufacturer.

The contractor must consider erecting and placing the precast concrete bridge arch without damaging any utilities. Consideration shall be given to permanent location of the utilities during erecting operations; if necessary install utilities during erecting operations and/or before backfilling.

**E. Joints.**

THE FOLLOWING IS ADDED:

The joint width between adjacent precast units shall not exceed 3/4 inches.

**505.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED	LUMP SUM

Payment for “Precast Concrete Arch Bridge, Two Span Installed” will be made as a Lump Sum (LS), and shall include all materials, labor, reinforcement, design calculations, working drawings, precast headwall, precast closure wall, connection hardware, equipment necessary to perform construction layout, purchase and delivery of the precast concrete units, the cost of a crane including associated equipment, temporary shoring, temporary sheeting and any other item necessary to fabricate and install a complete arch bridge structure. Payment shall include the purchase and delivery on the arch bridge, the cost of a picking crane, and any temporary shoring and temporary sheeting.

# Addendum 1

## Attachment D

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

### BID FORM

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

**Replacement of Irving Street Bridge, Ra-10,  
City of Rahway, County of Union, New Jersey  
BA# 3-2024; Union County Engineering #2015-018**

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:

ROADWAY PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	SILT FENCE	LF	120		
3	FLOATING TURBIDITY BARRIER, TYPE 2	LF	70		
4	SEDIMENT CONTROL BAG	SF	900		
5	INLET FILTER TYPE 2, 2' X 4'	UNIT	4		
6	BREAKAWAY BARRICADE, TYPE-III	UNIT	30		
7	DRUM	UNIT	30		
8	TRAFFIC CONE	UNIT	40		
9	CONSTRUCTION SIGNS	SF	250		
10	CONSTRUCTION IDENTIFICATION SIGN, 4' X 8' (IF & WHERE DIRECTED)	UNIT	2		
11	CONSTRUCTION BARRIER CURB	LF	165		
12	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2		
13	FUEL PRICE ADJUSTMENT	DOLL	1	\$5,000.00	\$5,000.00
14	ASPHALT PRICE ADJUSTMENT	DOLL	1	\$2,500.00	\$2,500.00
15	CLEARING SITE	LS	1		
16	EXCAVATION, UNCLASSIFIED	CY	3080		

ROADWAY PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
17	HMA MILLING, 3" OR LESS	SY	500		
18	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	750		
19	TACK COAT	GAL	215		
20	PRIME COAT	GAL	225		
21	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	160		
22	HOT MIX ASPHALT 25 M 64 BASE COURSE, 6" THICK	TON	250		
23	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	LF	500		
24	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	1		
25	MANHOLE, 4' DIAMETER	UNIT	1		
26	MANHOLE, 5' DIAMETER	UNIT	1		
27	MANHOLE, 6' DIAMETER	UNIT	1		
28	15" REINFORCED CONCRETE PIPE	LF	35		
29	18" REINFORCED CONCRETE PIPE	LF	15		
30	30" REINFORCED CONCRETE PIPE	LF	35		
31	42" REINFORCED CONCRETE PIPE	LF	35		
32	CONCRETE SIDEWALK, 4" THICK	SY	170		
33	CONCRETE DRIVEWAY, 6" THICK	SY	25		
34	9" X 18" CONCRETE VERTICAL CURB	LF	150		
35	GABION CHANNEL LINING	CY	170		
36	EXCAVATION, TEST PIT (IF & WHERE DIRECTED)	CY	100		
37	VIBRATION MONITORING	LS	1		
38	NO ITEM	--	--	\$0.00	\$0.00

# Addendum 1

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

BRIDGE PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
39	CLEARING SITE, BRIDGE (RA-10)	LS	1		
40	NO ITEM	--	--	\$0.00	\$0.00
41	I-9 SOIL AGGREGATE	CY	1000		
42	I-13 SOIL AGGREGATE	CY	1550		
43	TEMPORARY COFFERDAM	LS	1		
44	REINFORCEMENT STEEL, EPOXY-COATED	LB	74000		
45	PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED	LS	1		
46	CONCRETE FOOTING	CY	325		
47	CONCRETE WING WALL	CY	35		
48	CONCRETE BRIDGE PARAPET WITH MOMENT SLAB, HPC	LF	135		
49	CONCRETE BRIDGE SIDEWALK, HPC	CY	80		
50	NATURAL STONE VENEER	SF	1330		
51	SPRAY APPLIED WATERPROOF MEMBRANE	SY	448		
52	ARCHAEOLOGICAL MONITORING PLAN PREPARATION AND IMPLEMENTATION (ALLOWANCE)	LS	1	\$75,000.00	\$75,000.00
53	FOUNDATION UNDERPINNING (ALLOWANCE)	LS	1	\$200,000.00	\$200,000.00
54	COURSE AGGREGATE, SIZE NO. 57	CY	60		
55	DATE PANEL	UNIT	2		

**TOTAL BASE BID AMOUNT:**

Written \_\_\_\_\_

Figures \_\_\_\_\_

## Addendum 1

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

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

**One Hundred Fifty Thousand Dollars and No Cents**

Written

**\$ 150,000.00**

Figures

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

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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



# COUNTY OF UNION

## DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

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

### BOARD OF COUNTY COMMISSIONERS

KIMBERLY PALMIERI-MOUEDED  
*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*

**DATE:** May 28, 2024

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

**TO:** All Potential Bidders

**RE:** CLARIFICATION 1  
Replacement of Irving Street Bridge, Ra-10, City of Rahway,  
County of Union, New Jersey  
BA# 3-2024; Union County Engineering Project# 2015-018

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

### **Question 1:**

The pay limits for item 51 "Spray Applied Waterproof Membrane" are unclear. Please clarify the pay limits for this item.

### **Answer 1:**

The Pay limits are for the entire top surface of the precast structure.

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

### 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!*

# **SPECIFICATIONS**

## **FOR**

**Replacement of Irving Street Bridge, Ra-10,  
City of Rahway, County of Union, New Jersey**

**BA# 3-2024; Union County Engineering #2015-018**

**May 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  
Acting Director, Department of Engineering, Public Works and  
Facilities Management

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

Ricardo Matias, PE, CME, CFM

### **Prepared by:**

Remington & Vernick Engineers  
2059 Springdale Road  
Cherry Hill, NJ 08003  
856-795-9595  
Frank J Seney, PE, PP

**COUNTY OF UNION  
NOTICE TO BIDDERS**

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on **June 18, 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:

**Replacement of Irving Street Bridge, Ra-10,  
City of Rahway, County of Union, New Jersey  
BA# 3-2024; Union County Engineering #2015-018**

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.

**Please note the successful bidder will be required to sign a *PROJECT LABOR AGREEMENT (PLA)* for this project. A form PLA is included in the bid package for your review. Further, take note of all documents referring to the PLA and any action required on same.**

**NJAC 16:20A-6.2 stipulates that Bidders must be pre-qualified for projects that exceed in contract value of more than \$5,000,000 if the project is funded, in whole or in part, by the New Jersey Department of Transportation. A bid received from a bidder who is not pre-qualified and whose bid exceeds the contract value of more than \$5,000,000 if the project is funded, in whole or in part, by the New Jersey Department of Transportation, will be rejected.**

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

**Replacement of Irving Street Bridge, Ra-10,  
City of Rahway, County of Union, New Jersey  
BA# 3-2024; Union County Engineering #2015-018  
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# **UNION COUNTY BOARD OF COUNTY COMMISSIONERS INSTRUCTIONS TO BIDDERS AND FORMS**

## **DEFINITIONS**

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

### **OWNER/COUNTY:**

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

### **ADDRESS INQUIRIES TO:**

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

### **ADDRESS BIDS AND SUBMIT TO:**

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

**TITLE OF PROJECT:** Replacement of Irving Street Bridge, Ra-10  
City of Rahway, County of Union, New Jersey  
BA# 3-2024; Union County Engineering Project #2015-018

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

### **ENGINEER:**

Remington & Vernick Engineers  
One Harmon Plaza, Suite 600  
Secaucus, NJ 07094

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

#### **COUNTY ENGINEER:**

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

## GENERAL SPECIFICATIONS

### 1. BID FORM

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

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

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

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 AND, WHERE NOTED, SUBJECT TO A PROJECT LABOR AGREEMENT TO BE EXECUTED BY THE CONTRACTOR AND CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF THE WORK. FAILURE OF ANY CONTRACTOR TO COMPLY WITH THIS PROVISION CONSTITUTES A DEFAULT, RESULTING IN IMMEDIATE STOPPAGE OF THE WORK. ANY LOSSES OR OTHER DAMAGES INCURRED BY OTHER PARTIES AS A RESULT OF SAID DEFAULT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.**

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 contract 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 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 CONTRACTOR REGISTRATION ACT - (N.J.S.A. 34:11-56.48 et. seq.)**

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a

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

#### **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**

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. PROJECT LABOR AGREEMENT (To be signed where the overall project cost exceeds \$5 Million, irrespective of Phasing)**

An Executive Order of Governor James E. McGreevey dated January 17, 2002, requires the use of a Project Labor Agreement in public construction contracts. This Executive Order was codified as N.J.S.A. 52:38-1 et seq. as a result of P.L. 2002, Chapter 44. Contractor must be prepared to abide by the terms of the within Project Labor Agreement, including obtaining the necessary and applicable Letters of Assent from subcontractors (of any tier). Through said Letters of Assent the subcontractors (of any tier) also must be prepared to abide by the terms of the Project Labor Agreement.

Contractor's failure to enter into this Project Labor Agreement shall result in the County's valid refusal to enter into a contract, for the performance of the Work with Contractor and shall constitute a default under the Contract. In addition, Contractor will be required to submit the completed Letters of Assent to the County with the executed Project Labor Agreement. The Project Labor Agreement is to be executed only where the total Project cost is \$5 Million or more, irrespective of Phasing.

### **PROJECT LABOR AGREEMENT**

#### **ARTICLE 1 - PREAMBLE**

WHEREAS, as the General Contractor and the Project Management Firm, on behalf of themselves, and reflecting the objectives of the County of Union as Owner, desire to provide for the efficient, safe, quality, and timely completion of (the "Project"), in a manner designed to afford lower reasonable costs to the County of Union, (hereinafter referred to as the "County" or "Owner"), and the public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Project.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women, and the economically disadvantaged in the construction industry and expediting the construction process; and

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Agreement:

## SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (this "Agreement") entered into by and between (the "GC" or "General Contractor") and (the "PMF" or "Project Management Firm"), and their successors and assigns, for the Project's construction work to be performed on the property of the County in the State of New Jersey and by the Union County Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members, and the signatory Local Unions on behalf of themselves and their members.

## ARTICLE 2 - GENERAL CONDITIONS

### SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local

Unions” that phrase is sometimes used; the term “Contractor(s)” shall include the General Contractor (“GC”), Project Management Firm (“PMF”), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; the County of Union is referenced as “Owner”; the Union County Building and Construction Trades Council, AFL-CIO is referenced as the “BTC”, and the work covered by this Agreement (as defined in Article 3) is referred to as the “Project”.

## SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless executed by the BTC and the GC and/or PMF and will remain in effect until the final completion of the Project.

## SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the General Contractor and the Project Management Firm and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and execute the Letter of Assent attached as Schedule B. This Agreement shall be administered by the GC and/or PMF on behalf of all Contractors.

## SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7, 9, and 10 of this Agreement, which shall apply to such work. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the GC nor any Contractor shall be required to sign any other trade agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the GC.

## SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The GC and/or PMF and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

## SECTION 6. THE GENERAL CONTRACTOR OR PROJECT MANAGEMENT FIRM

The GC and PMF shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The County is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County in determining which Contractors shall be awarded contracts for Project work. It is further understood that the County has sole discretion at any time to terminate, delay, or suspend the work, in whole or part, on this Project.

## SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor or GC or PMF, which is performed at any location other than the Project site, as defined in Article 3, Section 1.

# **ARTICLE 3 - SCOPE OF THE AGREEMENT**

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

## SECTION 1: THE WORK

This Agreement shall apply to all on-site public construction work, including site preparation, demolition and hazardous waste remediation, for the Owner performed on the Project. The scope of work is confined to the on-site Project work contained in the scope of the final construction contract of the General Contractor and/or PMF awarded work on the Project.

## SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;

C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete and cement, asphalt and other items which are covered by this Agreement. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Exhibit A.

D. Employees of the GC and/or PMF, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

E. Employees engaged in on-site equipment warranty.

F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

G. Employees engaged in laboratory or specialty testing or inspections;

H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

### SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of GC and/or PMF, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the GC and/or PMF and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor and/or Project Management Firm for performance under the terms of this Agreement.

## **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

### SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1,2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), subject to the goals of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving and cranes); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up

payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the GC and/or PMF and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1) possess any license required by New Jersey law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic function of the applicable trade.

Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, no more than twelve (12%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above which, consistent with N.J.S.A. 52:38-4, permit contractors and subcontractors working on the public works project to retain a percentage of their current workforce (any fraction shall be rounded to the next highest whole number).

C. A certified MBE/WBE contractor may request from the Workforce Coordinator, through the GC and/or PMF, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees

meeting the qualifications as set forth in Section 2.B above.

### SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

### SECTION 4. WORKFORCE DIVERSITY

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Owner with regard to workforce diversity. Furthermore, General Contractor, Contractors and the Unions will comply with such affirmative action plan, including but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that minority business enterprises and women-owned business enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

The Local Unions agree and support the importance the Owner places on having and maintaining a diverse workforce. The Unions agree to refer any and all Union County resident journeymen and apprentices who are registered on the Out-of-Work list of the local union referral systems at the time of a contractor's request. The Local Unions will cooperate with Contractor requests for residents of Union County, residents of disadvantaged communities, minority or women referrals to meet the requirements of the Owner.

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owners bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable

equivalent Apprentice rate. With the approval of the Local Administrative Committee ("LAC"), experience in construction related areas may be accepted as meeting the above requirements.

#### **SECTION 5. CROSS AND QUALIFIED REFERRALS**

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

#### **SECTION 6. UNION DUES / WORKING ASSESSMENTS**

The union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees who have voluntarily executed dues checkoff authorization cards provided in a Schedule A local agreement, the dues payment can be received by the Unions as a working assessment fee.

#### **SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

### **ARTICLE 5 - UNION REPRESENTATION**

#### **SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor involved and/or Project Management Firm) representatives, including the Business Manager, who shall be afforded access to the Project.

#### **SECTION 2. STEWARDS**

A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and GC and/or PMF of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

### SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GC and/or PMF, and/or joint working efforts with other employees shall be permitted or observed.

### SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the

use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work". Where available locally, offsite operations work covered under the New Jersey Prevailing Wage Act shall be performed within the territorial jurisdiction of the local unions signatory to this Agreement.

## **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKES-NO LOCKOUT**

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

### **SECTION 2. DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and

the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

#### SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify J.J. Pierson, Esq., FCI Arb., The Arbitration Centre, 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, or e-mail [jjpierson@jjpierson.com](mailto:jjpierson@jjpierson.com), who shall serve as Arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the GC and/or PMF, and the BTC.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC and/or PMF, the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.

C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved

solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

## SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE ("LAC")**

### SECTION 1. MEETINGS

The Local Administrative Committee ("LAC") will meet on a regular basis to: 1) Implement and oversee this Agreement's procedures and initiatives; 2) monitor the effectiveness of this Agreement; and 3) identify opportunities to improve efficiency and work execution.

### SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Union County Building and Construction Trades Council or his designee, and designated official of the GC and/or

PMF. It will be comprised of representatives of the local unions signatory to this Agreement and representatives of the GC and/or PMF and other contractors on the project.

## **ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

### **SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

#### **Step 1:**

A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor and/or Project Management Firm with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of this Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor and/or Project Management Firm, as creating a precedent.

B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

#### **Step 2:**

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor and/or Project management Firm shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson, Esq., FCI Arb., The Arbitration Centre, 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, who shall act as the Arbitrator under this procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Louis Verrone, who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.

The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.

B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the GC and/or PMF, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

## SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the construction Project Manager and the involved Contractor or Local Union.

## SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR AND/OR PROJECT MANAGEMENT FIRM

The General Contractor and/or Project Management Firm shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

## **ARTICLE 10 - JURISDICTIONAL DISPUTES**

### **SECTION 1. NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

### **SECTION 2. ASSIGNMENT**

A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the GC, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.

B. All Project construction work assignments shall be made by the Contractor according to criteria set forth in Section 3, Subsection D 1-3.

C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").

D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such

work is subcontracted to another contractor. It is a violation of the Agreement for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.

3. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

4. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

### SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J. J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.

D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in

paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J. J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven (7) day time limit. In rendering his decision, the Arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;
2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.
3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

E. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.

G. Any Local Union involved in a jurisdictional dispute on this Project shall continue

working in accordance with Section 2 above and without disruption of any kind.

#### SECTION 4. AWARD

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Constructor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

#### SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

#### SECTION 6. NO INTERFERENCE WITH WORK

A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.

B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the

dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

## **ARTICLE 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor and/or Project Management Firm, the Contractor involved, the involved Local Unions and the BTC.

### **SECTION 2. EMPLOYEE BENEFIT FUNDS**

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. However, if a defined benefit pension fund covered by the terms and conditions of this Agreement has not adopted the building and construction industry exemption authorized by subsection (b) of Section 4203 of the Employee Retirement Income Security Act of 1974, the Contractor shall not be obligated to hire employees covered by that fund.

B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days

after receipt of the notification by the General Contractor and/or Project Management Firm, if not paid prior to said date by the delinquent contractor/subcontractor.

## **ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **SECTION 1. WORK WEEK AND WORK DAY**

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:

1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice.

C. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

### **SECTION 2. OVERTIME**

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

### **SECTION 3. SHIFTS**

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Construction Project Manager and must be scheduled with not less than five work days' notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as

necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when project circumstances require a deviation from the above shifts, the involved unions, contractors and the General Contractor and/or Project Management Firm shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

#### SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

\* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A. Columbus Day and the Friday after Thanksgiving shall be observed as a holiday for Elevator Constructors Local 1 only.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

#### SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement or except where specifically provided in an applicable Schedule A.

## SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or GC and/or PMF may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

## SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

## SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for

checking in and out in an expeditious manner.

#### SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

#### SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

### **ARTICLE 13 - APPRENTICES**

#### SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed the ratio provided in the applicable Schedule A collective bargaining agreements providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Union County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

#### SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions

will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

### SECTION 3. HELMETS TO HARDHATS

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY**

### SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

### SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the GC and/or PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

### SECTION 3. INSPECTIONS

The Contractors and GC and/or PMF retain the right to inspect incoming shipments of equipment, apparatus, machinery, and construction materials of every kind.

## **ARTICLE 15 - NO DISCRIMINATION**

### **SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

### **SECTION 2. LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE 16 - GENERAL TERMS**

### **SECTION 1. PROJECT RULES**

The Project Management Firm and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

### **SECTION 2. TOOLS OF THE TRADES**

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee, or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

### **SECTION 3. SUPERVISION**

Employees shall work under the supervision of the craft foreperson or general foreperson.

#### SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A.

#### SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

#### SECTION 6. COOPERATION

The Project Management Firm and/or General Contractor and the Unions will cooperate in seeking any New Jersey State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

### **ARTICLE 17 - SAVINGS AND SEPARABILITY**

#### SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, this Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts this Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

#### SECTION 2. THE BID SPECIFICATIONS

In the event that the General Contractor's and/or Project Management Firm's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but this Agreement shall remain in full force and effect to the extent allowed by

law. In such event, this Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts this Agreement. The parties will enter into negotiations as to modifications to this Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

### SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Project Management Firm and/or General Contractor, or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

### SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

## **ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedules A to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements, which are the basis for Schedules A, notify the General Contractor and/or Project Management Firm in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affective a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of \_\_\_\_\_, 202\_\_.

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.  
County Counsel

\_\_\_\_\_  
Affirmative Action Compliant

ATTEST:

Union County Building and  
Construction Trades Council AFL-  
CIO

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Corporate Secretary/Notary Public

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Authorized Signatory

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Print Name

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Print Title

ATTEST:

(General Contractor)

---

Corporate Secretary/Notary Public

---

Authorized Signatory

---

Print Name

---

Print Title

ATTEST:

(Project Management Firm)

---

Corporate Secretary/Notary Public

---

Authorized Signatory

---

Print Name

---

Print Title

**UNION AFFILIATES**

**SIGNATURES**

ASBESTOS WORKER LOCAL 32

BOILER MAKERS LOCAL 28

BRICKLAYERS AND ALLIED  
CRAFTS LOCAL 4

CARPENTERS LOCAL 254

DOCKBUILDERS LOCAL 1556

ELECTRICAL WORKERS LOCAL 102

ELECTRICAL WORKERS LOCAL 164  
(TELECOM)

ELEVATOR CONSTRUCTORS LOCAL 1

OPERATING ENGINEERS LOCAL 825

IRONWORKERS LOCAL 11

STEAMFITTERS LOCAL 475	<hr/>
LABORERS LOCAL 3	<hr/>
HEAVY CONSTRUCTION LABORERS LOCAL 472	<hr/>
PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 21	<hr/>
PLUMBERS LOCAL 24	<hr/>
RESILIENT FLOORING LOCAL 251	<hr/>
ROOFERS LOCAL 4	<hr/>
SHEET METAL WORKERS LOCAL 22	<hr/>
SHEET METAL WORKERS LOCAL 25	<hr/>
SPRINKLER FITTERS LOCAL 696	<hr/>
TILE/MARBLE/TERRAZO WORKERS LOCAL 7	<hr/>
TEAMSTERS LOCAL 560	<hr/>
OPERATIVE PLASTERER LOCAL 29	<hr/>
MILLWRIGHTS LOCAL 715	<hr/>

## PROJECT LABOR AGREEMENT

### TELE-DATA ADDENDUM

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

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SIGNATORY UNIONS

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

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

## PROJECT LABOR AGREEMENT

### SHEET METAL ADDENDUM

(General Contractor) and (Project Management Firm) agrees that when subcontracting for prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreements between local affiliates of Sheet Metal Workers' International Association and local sheet metal fabricators.

General Contractor and Project Management Firm and the Sheet Metal Workers' International Association agree to work with fabrication shops referenced in the Addendum. This joint effort will be directed at improving fabricators' competitiveness through the application of continuous improvement principles.

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(General Contractor)

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Sheet Metal Workers'  
International Assoc. Local #25

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(Project Management Firm)

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Sheet Metal Workers' International  
Assoc. Local #22

### **TEAMSTERS LOCAL 560 ADDENDUM**

1. Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement, a Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Exhibit A collective bargaining agreement (currently the Trucking Employees of North Jersey Pension Fund; hereinafter the "TENJ Pension Fund," and the Teamsters Local No. 408 Pension Fund), shall make direct all contributions required by the Exhibit A collective bargaining agreement exclusively to the Trucking Employees of North Jersey Annuity Fund, a defined contribution plan. Any such Contractor shall not participate in nor contribute to the TENJ or Local 408 Pension Funds, and shall have no obligation to the TENJ or Local 408 Pension Funds.

2. Any Contractor who is already participating in and contributing to the TENJ or Local 408 Pension Fund, separately from this Project Labor Agreement, shall pay contributions as provided for in Article 11, Section 2 of this Project Labor Agreement.

Agreed to and accepted this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_\_:

For the General Contractor:

For Teamsters Local 560

\_\_\_\_\_

\_\_\_\_\_

## **PROJECT LABOR AGREEMENT**

### **LETTER OF ASSENT**

Re: Project Labor Agreement  
The Union County Building & Trades Council, AFL-CIO and

dated \_\_\_\_\_  
(the "Agreement")

The undersigned, as a General Contractor and/or Project Management Firm, Contractor(s) or Subcontractor(s) on a Contract which is part of the Construction of the \_\_\_\_\_ Project in \_\_\_\_\_, New Jersey (the "Project"), for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

(1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

(2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.

(3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Company Name

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

Contract Number \_\_\_\_\_

Title: \_\_\_\_\_

General Contractor \_\_\_\_\_

Date: \_\_\_\_\_

cc: (Unions employed by Contractor)

## SCHEDULE A

## SCHEDULE B

## EXHIBIT A

### **53. 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.

### **54. 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.

### **55. 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.

### **56. 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.

### **57. 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).

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

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

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

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

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

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

**WHEREAS**, apprenticeship programs are a critical component in public safety, by ensuring that workers on public projects are properly trained, able, competent and capable craftsmen, and provide assurance of compliance with the

County's bid specifications and achieve high quality standards; and

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

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

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

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

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

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

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

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

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

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

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

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

- a. The firm has all valid, effective licenses, registrations or

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

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

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

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

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

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

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

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

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

in each of the past three (3) years.

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

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

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

## **59. 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.

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

EDWARD T. OATMAN  
COUNTY MANAGER

MICHELE HAGOPIAN, ASSISTANT 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")** should be included with the bids as it must be received by the County prior to the award of the contract. The BRC provided must show that the Bidder was registered at the time of receipt of bids or the bid will be rejected.

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

\_\_\_\_\_ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors (List of Subcontractors) in a Construction bid should be included with the bid as the BRC(s) must be received by the County prior to the award of the contract. Each subcontractor's certificate provided must show that the subcontractor was registered at the time of the receipt of bids or the bid will be rejected.

\_\_\_\_\_ 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 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

\_\_\_\_\_ Acknowledgement of Project Labor Agreement (PLA)

\_\_\_\_\_ Time of Completion

\_\_\_\_\_ Disclosure of Investment Activities in Iran

----- Disclosure of non-involvement 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.

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

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

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

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

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

### **BIDDING DOCUMENTS**

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTION TO BIDDERS**
- **BID FORM**
- **OWNER-CONTRACTOR AGREEMENT (AIA 101) AND GENERAL CONDITIONS (AIA 201)**
- **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

**Replacement of Irving Street Bridge, Ra-10,  
City of Rahway, County of Union, New Jersey  
BA# 3-2024; Union County Engineering #2015-018**

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:**

ROADWAY PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1		
2	SILT FENCE	LF	120		
3	FLOATING TURBIDITY BARRIER, TYPE 2	LF	70		
4	SEDIMENT CONTROL BAG	SF	900		
5	INLET FILTER TYPE 2, 2' X 4'	UNIT	4		
6	BREAKAWAY BARRICADE, TYPE-III	UNIT	30		
7	DRUM	UNIT	30		
8	TRAFFIC CONE	UNIT	40		
9	CONSTRUCTION SIGNS	SF	250		
10	CONSTRUCTION IDENTIFICATION SIGN, 4' X 8' (IF & WHERE DIRECTED)	UNIT	2		
11	CONSTRUCTION BARRIER CURB	LF	165		
12	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2		
13	FUEL PRICE ADJUSTMENT	DOLL	1	\$5,000.00	\$5,000.00
14	ASPHALT PRICE ADJUSTMENT	DOLL	1	\$2,500.00	\$2,500.00
15	CLEARING SITE	LS	1		
16	EXCAVATION, UNCLASSIFIED	CY	3080		

ROADWAY PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
17	HMA MILLING, 3" OR LESS	SY	500		
18	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	SY	750		
19	TACK COAT	GAL	215		
20	PRIME COAT	GAL	225		
21	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	160		
22	HOT MIX ASPHALT 25 M 64 BASE COURSE, 6" THICK	TON	250		
23	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	LF	500		
24	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	1		
25	MANHOLE, 4' DIAMETER	UNIT	1		
26	MANHOLE, 5' DIAMETER	UNIT	1		
27	MANHOLE, 6' DIAMETER	UNIT	1		
28	15" REINFORCED CONCRETE PIPE	LF	35		
29	18" REINFORCED CONCRETE PIPE	LF	15		
30	30" REINFORCED CONCRETE PIPE	LF	35		
31	42" REINFORCED CONCRETE PIPE	LF	35		
32	CONCRETE SIDEWALK, 4" THICK	SY	170		
33	CONCRETE DRIVEWAY, 6" THICK	SY	25		
34	9" X 18" CONCRETE VERTICAL CURB	LF	150		
35	GABION CHANNEL LINING	CY	170		
36	EXCAVATION, TEST PIT (IF & WHERE DIRECTED)	CY	100		
37	VIBRATION MONITORING	LS	1		
38	NO ITEM	--	--	\$0.00	\$0.00

BRIDGE PAY ITEMS					
PAY ITEM NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
39	CLEARING SITE, BRIDGE (RA-10)	LS	1		
40	NO ITEM	--	--	\$0.00	\$0.00
41	I-9 SOIL AGGREGATE	CY	1000		
42	I-13 SOIL AGGREGATE	CY	1550		
43	TEMPORARY COFFERDAM	LS	1		
44	REINFORCEMENT STEEL, EPOXY-COATED	LB	74000		
45	PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED	LS	1		
46	CONCRETE FOOTING	CY	325		
47	CONCRETE WING WALL	CY	35		
48	CONCRETE BRIDGE PARAPET WITH MOMENT SLAB, HPC	LF	135		
49	CONCRETE BRIDGE SIDEWALK, HPC	CY	55		
50	NATURAL STONE VENEER	SF	1330		
51	SPRAY APPLIED WATERPROOF MEMBRANE	SY	448		
52	ARCHAEOLOGICAL MONITORING PLAN PREPARATION AND IMPLEMENTATION (ALLOWANCE)	LS	1	\$75,000.00	\$75,000.00
53	FOUNDATION UNDERPINNING (ALLOWANCE)	LS	1	\$200,000.00	\$200,000.00
54	COURSE AGGREGATE, SIZE NO. 57	CY	60		
55	DATE PANEL	UNIT	2		

**TOTAL BASE BID AMOUNT:**

Written \_\_\_\_\_

Figures \_\_\_\_\_

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

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

**One Hundred Fifty Thousand Dollars and No Cents**

Written

**\$ 150,000.00**

Figures

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

\_\_\_\_\_  
Written

\_\_\_\_\_  
Figures

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

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

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

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

\_\_\_\_\_

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

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

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

**BIDDER SIGNATURE PAGE**

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

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

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

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

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

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

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

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

Corporate Seal

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

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

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

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

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

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

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

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

**Part II**

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

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

#### **Part IV Certification**

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

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

**SUBCONTRACTOR IDENTIFICATION STATEMENT****LIST OF SUBCONTRACTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Continued on following page)

**SUBCONTRACTOR IDENTIFICATION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF ADDENDUM**

**COUNTY OF UNION**

\_\_\_\_\_  
(Name of Construction /Public Works Project)                      (Project or Bid Number)

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

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

**ACKNOWLEDGMENT BY BIDDER:**

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

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

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

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

**CONTRACTOR BUSINESS REGISTRATION CERTIFICATE**

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

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

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

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

During the course of contract performance:

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

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

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-097-382/000	SEQUENCE NUMBER: 0107230
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01	
FORM-BRC(06/01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

**AFFIRMATIVE ACTION REQUIREMENT**

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

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

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

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

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

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

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

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

**EXPERIENCE STATEMENT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NON-COLLUSION AFFIDAVIT**  
(N.J.S.A. 52:34-15)

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public of the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

**Contractor Registration Advisement**  
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor and Workforce 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 and Workforce Development  
Division of Wage & Hour Compliance  
PO Box 389  
Trenton, New Jersey 08625-0389  
Telephone: 609-292-9464  
Fax: 609-633-8591  
E-mail: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us)

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

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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) \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_, 20\_\_\_\_.

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

**CONTRACTOR PERFORMANCE RECORD**

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

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

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

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

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\_\_\_\_.

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

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

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

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above named Project. I have executed the said Proposal with full authority to do so. Said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

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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.**

**PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE**  
(N.J.S.A. 40A:11-4)

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

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

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

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

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

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

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

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

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

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

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

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

Sworn and Subscribed to Before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

**BIDDER:**

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

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

**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.**

**ACKNOWLEDGEMENT OF PROJECT LABOR AGREEMENT**  
**(Projects of \$5 Million or more irrespective of Phasing)**

Contractor \_\_\_\_\_, hereby acknowledges that the  
within Project, upon which the undersigned has submitted a Bid Proposal, requires the  
execution of a Project Labor Agreement and the utilization of union employees. The  
undersigned agrees to execute the PLA and comply with all terms and conditions of  
same in the performance of the Work.

**Attest:** \_\_\_\_\_ Contractor: \_\_\_\_\_  
By: \_\_\_\_\_

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 **365 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

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 \_\_\_\_\_

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

Date \_\_\_\_\_



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") 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.**

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**(Attach Additional Sheets If Necessary.)**

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**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**

i 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).

**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)	
Check the box that represents the type of business organization:	

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

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

☐ Limited Partnership   ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>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.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization****Section A (Check the Box that applies)**

Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.

**Name of Individual or Organization**

**Physical Address**

**OR**



No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

**Section B (Skip if no Business entity is listed in Section A above)**

Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.

**Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity**

**Physical Address**

**OR**



No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>** \_\_\_\_\_ . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

**Name of Business Entity****Physical Address**

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

**OR**

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

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

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

# 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> _____		

Federal Use Only:

Authorized for Local Reproduction Standard Form  
LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer 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.

## **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									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
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**

	05/09/24
Deputy Foreman	W51.60 B37.68 T89.28
Foreman	W56.35 B37.68 T94.03
Journeyman	W48.60 B37.68 T86.28

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	5.61	6.88	7.50	8.13	28.95	30.86	32.78	34.67		

**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**

	05/09/24
Foreman	W64.41 B38.73 T103.14
Journeyman	W56.01 B33.76 T89.77

**Craft: Carpenter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.57			

**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   59.25% of apprentice wage rate for all intervals + \$0.57

**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.
- All time worked before and after a regularly established shift shall be paid at the applicable overtime rate. When a portion of the regularly established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.

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

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

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

**County - UNION**

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	05/01/24
Foreman	W64.41 B38.64 T103.05
Journeyman	W56.01 B33.67 T89.68

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	59.25%	of	Appren	tice	Wage Rate	for all	intervals	+ \$0.48		

**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   59.25% of apprentice wage rate for all intervals + \$0.48.

**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**

	05/09/24
Foreman	W54.29 B11.99 T66.28
Journeyman	W47.21 B11.14 T58.35

**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	+ \$5.48			

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

**Craft: Carpenter-Residential Construction**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**RESIDENTIAL CONSTRUCTION:**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**County - UNION**

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

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

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

County - UNION

Craft: Cement Mason                      PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason                      APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason                      COMMENTS/NOTES

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

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

**County - UNION**

**Craft: Commercial Painter**

**PREVAILING WAGE RATE**

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

**Craft: Commercial Painter**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Commercial Painter**

**COMMENTS/NOTES**

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

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

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

Veterans' Day, Thanksgiving Day, Christmas Day.

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

**County - UNION**

**Craft: Diver**

**PREVAILING WAGE RATE**

	05/01/24
Diver	W64.72 B52.74 T117.46
Tender	W52.98 B52.74 T105.72

**Craft: Diver**

**COMMENTS/NOTES**

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

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

**AIR DIVES:**

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

**MIXED GAS DIVES:**

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

**PENETRATION DIVES:**

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Dockbuilder/Pile Driver**

**PREVAILING WAGE RATE**

	05/01/24
Foreman	W60.93 B52.74 T113.67
Foreman (Concrete Form Work)	W59.82 B39.39 T99.21
Journeyman	W52.98 B52.74 T105.72
Journeyman (Concrete Form Work)	W52.02 B39.39 T91.41

**Craft: Dockbuilder/Pile Driver**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	21.19	26.49	34.44	42.38						
Benefits	34.70	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	20.81	26.01	33.81	41.62
Benefits	26.73 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									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	11.45	Intervals	3 to 4 =	14.33	Intervals	5 to 6 =	18.04	

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

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

**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 Journeyman)	W72.39 B45.95 T118.34	W74.15 B47.84 T121.99
Foreman (1-3 Journeyman)	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (4-10 Journeyman)	W71.15 B45.17 T116.32	W72.89 B47.02 T119.91
General Foreman (21-30 Journeyman)	W74.24 B47.14 T121.38	W76.06 B49.06 T125.12
General Foreman (31-60 Journeyman)	W80.43 B51.07 T131.50	W82.39 B53.15 T135.54
General Foreman (61+ Journeyman)	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 Journeyman - 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:

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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
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See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)	COMMENTS/NOTES
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\*\*\*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 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,

**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: Elevator Constructor**

**PREVAILING WAGE RATE**

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

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Elevator Modernization & Service**

**PREVAILING WAGE RATE**

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

**Craft: Elevator Modernization & Service**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Elevator Modernization & Service**

**COMMENTS/NOTES**

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

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

- Overtime:

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

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

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

- Overtime:

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

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

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

**County - UNION**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/09/24
* Leadman	W53.43 B31.98 T85.41
Foreman	W55.43 B32.22 T87.65
General Foreman	W57.43 B32.47 T89.90
Journeyman	W51.43 B31.74 T83.17

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	46%	46%	55%	55%	61%	61%	70%	70%		
Benefits	12.44	12.44	14.76	14.76	18.16	18.16	19.79	19.79		

**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 Abatement	W36.89 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									
6 Months	50%	70%	90%							
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>									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
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 nozzlemen on gunite work.

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

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

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

**SHIFT DIFFERENTIALS:**

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

**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	25.08	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.

As of 3-1-25, benefits shall be 26.13.  
As of 3-1-26, benefits shall be 27.13.

Craft: Laborer - Heavy & General                      COMMENTS/NOTES

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

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

**County - UNION**

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

**PREVAILING WAGE RATE**

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

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

**APPRENTICE RATE SCHEDULE**

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

Ratio of Apprentices to Journeymen-

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

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

**COMMENTS/NOTES**

**\* SKILLED TRADESMAN-**

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

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

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

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

**County - UNION**

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

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

**OVERTIME:**

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

**RECOGNIZED HOILDAYS:**

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

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

**County - UNION**

**Craft: Millwright**

**PREVAILING WAGE RATE**

	05/01/24
Foreman	W66.04 B39.75 T105.79
Journeyman	W57.43 B34.65 T92.08

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	59.25% of	Appren	tice	Wage	Rate	for all	intervals	+ \$0.62		

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

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.

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

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

**OVERTIME:**

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

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

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

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

County - UNION

Craft: Operating Engineer                      PREVAILING WAGE RATE

Rates are located in the  
"Statewide" rate package

Craft: Operating Engineer                      APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - \*

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

Craft: Operating Engineer                      COMMENTS/NOTES

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



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

**County - UNION**

**Craft: 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**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Paperhanger**

**PREVAILING WAGE RATE**

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

**Craft: Paperhanger**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

**Craft: Paperhanger**

**COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIALS:**

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

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

	05/01/24
Foreman	W59.34 B52.02 T111.36
Journeyman	W55.09 B48.30 T103.39

**Craft: Pipefitter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefit	27.62	30.78	33.95	37.12	40.29					

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

**Craft: Pipefitter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

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

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

**SHIFT DIFFERENTIAL:**

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

**OVERTIME:**

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

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

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

**OVERTIME (Maintenance Work Only):**

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

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

**County - UNION**

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

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

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

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

County - UNION

Craft: Plasterer                      PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer                      COMMENTS/NOTES

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

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

**County - UNION**

**Craft: Plumber**

**PREVAILING WAGE RATE**

	05/01/24
Foreman	W65.33 B43.22 T108.55
General Foreman	W69.56 B43.22 T112.78
Journeyman	W60.49 B43.22 T103.71

**Craft: Plumber**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	18.23	24.72	27.02	29.31	31.60					

**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**

	04/17/24
Foreman	W44.19 B43.87 T88.06
Journeyman	W41.69 B43.87 T85.56

**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	14.62	16.66	18.72	20.79	23.33	25.43	27.52	29.62	31.73	33.82

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

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENT:**

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

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

**OVERTIME:**

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

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

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

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

**County - UNION**

**Craft: Sheet Metal Worker**

**PREVAILING WAGE RATE**

	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 Finisher-Marble**

**PREVAILING WAGE RATE**

	01/01/24
Finisher	W49.92 B37.08 T87.00

**Craft: Tile Finisher-Marble**

**APPRENTICE RATE SCHEDULE**

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

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

**Craft: Tile Finisher-Marble**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

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

**County - UNION**

**Craft: Tile Setter - Ceramic**

**PREVAILING WAGE RATE**

	12/04/23
Finisher	W48.80 B32.67 T81.47
Setter	W63.50 B35.95 T99.45

**Craft: Tile Setter - Ceramic**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

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

**Craft: Tile Setter - Ceramic**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

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

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

**County - UNION**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/01/24
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	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

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

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

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

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

**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**

	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W45.41 B43.28 T88.69
Dump truck, Asphalt Distributor, Tack Spreader	W45.41 B43.28 T88.69
Euclid-type vehicles (large, off-road equipment)	W45.51 B43.28 T88.79
Helper on Asphalt Distributor truck	W45.41 B43.28 T88.69
Low Boy Driver	W47.01 B43.28 T90.29
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W45.41 B43.28 T88.69
Straight 3-axle truck	W45.41 B43.28 T88.69
Tractor Trailer (all types)	W45.51 B43.28 T88.79
Vacuum or Vac-All truck (entire unit)	W45.41 B43.28 T88.69
Winch Trailer	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**

	05/01/24
Driver	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:

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:

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:**

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:**

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

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

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

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

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

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

Hopper

Hopper Doors (power operated)

Ladder (motorized)

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

**Effective Dates:**

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

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:**

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:**

Autograde Pavement Profiler (CMI & similar types)

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

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

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

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

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

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

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS

Rates Expiration Date :

Effective Dates:

07/01/2023			07/01/2024	07/01/2025
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:**

07/01/2023			07/01/2024	07/01/2025
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:**

07/01/2023			07/01/2024	07/01/2025
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  
proprane, natural gas, and flow-type units)

Water or Sprinkler Truck

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

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and  
maintenance)

**Effective Dates:**

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

**CLASSIFICATIONS:**

Helicopter Pilot/Engineer

**Effective Dates:**

07/01/2023			07/01/2024	07/01/2025
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:**

07/01/2023			07/01/2024	07/01/2025
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:**

07/01/2023			07/01/2024	07/01/2025
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:**

07/01/2023			07/01/2024	07/01/2025
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:**

07/01/2023			07/01/2024	07/01/2025
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:**

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

**CLASSIFICATIONS:**

Helicopter Co-Pilot & Communications Engineer

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:

07/01/2023			07/01/2024	07/01/2025
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

TERRITORY

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

ENTIRE STATE

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
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.

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: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Traffic Control Coordinator:** When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
65.06	37.33	102.39	106.26	109.94

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
64.69	37.33	102.02	105.88	109.57

**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:**

<b>04/17/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
64.06	37.33	101.39	105.26	108.94

**CLASSIFICATIONS:**

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

**Effective Dates:**

<b>04/17/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
67.19	37.33	104.52	108.38	112.07

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

<b>04/17/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
63.38	37.33	100.71	104.57	108.26

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

<b>04/17/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
62.94	37.33	100.27	104.13	107.82

**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:**

<b>04/17/2024</b>			<b>03/01/2025</b>	<b>03/01/2026</b>
Rate	Fringe	Total	Total	Total
62.75	37.33	100.08	103.94	107.63

**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)

FREE AIR TUNNEL JOBS

Rates Expiration Date :

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
62.25	37.33	99.58	103.44	107.13

CLASSIFICATIONS:

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

DRILL FOR GROUND WATER SUPPLY

Rates Expiration Date :

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

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

Effective Dates:

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

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2023			07/01/2024	07/01/2025
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, pourefx, 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:**

03/21/2024			03/01/2025	03/01/2026
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:**

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

**CLASSIFICATIONS:**

Milling Controller

**Effective Dates:**

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

**CLASSIFICATIONS:**

Traffic Control Coordinator

**Effective Dates:**

03/21/2024			03/01/2025	03/01/2026
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:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

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:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

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; asphalt raker or lute man

**HEAVY & GENERAL LABORERS - NORTH**

**Rates Expiration Date :**

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

**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:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.80	37.33	91.13	94.58	97.83

**CLASSIFICATIONS:**

"A" Rate:

blaster

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

**CLASSIFICATIONS:**

"FOREMAN" Rate:

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

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
54.55	37.33	91.88	95.33	98.58

**CLASSIFICATIONS:**

"GENERAL FOREMAN" Rate

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.75	37.33	88.08	91.53	94.78

**CLASSIFICATIONS:**

TRAFFIC CONTROL COORDINATOR 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:

03/21/2024			03/01/2025	03/01/2026
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:

03/21/2024			03/01/2025	03/01/2026
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:

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

CLASSIFICATIONS:

blaster

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:

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

Effective Dates:

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

CLASSIFICATIONS:

general foreman

HEAVY & GENERAL LABORERS - SOUTH

Rates Expiration Date :

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:

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:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
53.55	37.33	90.88	94.33	97.58

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.25	37.33	87.58	91.03	94.28

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
50.00	37.33	87.33	90.78	94.03

CLASSIFICATIONS:

Asphalt Raker or Lute Man

ASPHALT LABORERS- NORTH

Rates Expiration Date :

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
49.30	37.33	86.63	90.08	93.33

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 wokday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.  
Four 10-hour days may worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

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

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
62.94	43.42	106.36	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
59.38	40.97	100.35	103.36

CLASSIFICATIONS:

Journeyman Lineman

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:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
66.51	45.89	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
48.10	33.18	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.72	31.54	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
45.13	31.13	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/03/2023			12/01/2024
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:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
38.60	26.63	65.23	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/03/2023			12/01/2024
Rate	Fringe	Total	Total
35.63	24.58	60.21	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/03/2023			12/01/2024
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: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

**Traffic Control Coordinator:** When either of the work classifications found below are working as a Traffic Control Coordinator they are to receive \$.75 above their current rate of pay.

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
78.08	37.33	115.41	119.68	123.81

**CLASSIFICATIONS:**

Walking Boss & Superintendent

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
77.63	37.33	114.96	119.23	123.36

**CLASSIFICATIONS:**

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

**HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS**      **Rates Expiration Date :**

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.88	37.33	114.21	118.48	122.61

**CLASSIFICATIONS:**

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
80.63	37.33	117.96	122.23	126.36

**CLASSIFICATIONS:**

Blaster

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
76.05	37.33	113.38	117.66	121.78

**CLASSIFICATIONS:**

Top Labor Foreman

**Effective Dates:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.53	37.33	112.86	117.13	121.26

**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:**

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
75.30	37.33	112.63	116.91	121.03

**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)

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS

Rates Expiration Date :

Effective Dates:

04/17/2024			03/01/2025	03/01/2026
Rate	Fringe	Total	Total	Total
74.70	37.33	112.03	116.31	120.43

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)

## TECHNICAL SPECIFICATIONS

### CONDITIONS SPECIFIC TO THIS PROJECT

***Replacement of Irving Street Bridge (Ra – 10)***, in the City of Rahway. The work shall include the replacement of this historic bridge within Union County right-of-way limits, the replacement of roadway surface above the bridge, the full depth restoration of the adjacent roadway surfaces, and the construction of new sidewalk in areas disturbed by the bridge replacement. The New Jersey Department of Environmental Protection, Historic Preservation Office (HPO) has concluded the bridge is individually eligible for listing on the New Jersey and National Registers of Historic Places under Criterion C as an example of uncommon bridge technology in the county. Therefore, the bridge shall be replaced in accordance with HPO requirements and shall require monitoring of any historic artifacts that may be found during the replacement of the bridge. The contractor shall hire a historian to prepare the monitoring plan, submit the plan to HPO for approval and implement the plan during construction. An allowance of \$75,000 for this work is included in the contract under Pay Item 52, Archaeological Monitoring Plan Preparation and Implementation.

Irving Street shall be closed to vehicular traffic at the worksite area and a vehicle detour plan implemented. The road shall also be closed to pedestrian traffic for the duration of construction.

The driveway for the residential complex at the northwest corner of the bridge shall be closed during the construction of the bridge. The residents shall temporarily park at a vacant parcel of land at the southwest corner of Seminary Avenue and Irving Street (Block 162 Lot 6) which is owned by the City of Rahway.

There are overhead electric and communication wires on the east side of Irving Street that are active and shall remain active during construction. Low profile equipment shall be used to construct the work and install the precast arch. Additionally, there is gas, potable water, electric and communications underground lines within the bridge area that shall be relocated and/or temporarily supported prior to and during the bridge replacement work. Plans for gas main work and water main work are included with the bid documents. The water main work will be completed by a Rahway City contractor prior to the start of construction. Portions of the gas main work will be completed prior to construction and portions will be completed during construction. A steel casing will be supplied by Elizabethtown Gas and installed by the contractor. Additionally, the existing abandoned gas main shall be removed by the contractor within the footprint of the bridge. Underground electric will be replaced with a larger conduit during the construction by PSE&G and temporary support will be necessary by the contractor during the construction. Underground communications shall be temporarily supported during construction. The contractor shall coordinate and work with the utility companies so that utility service can remain uninterrupted during construction operations. The contractor shall use all means and methods necessary to perform the construction with as little disturbance to the utilities as possible. No separate payment will be made for any utility work and the coordination of the utility work, but the cost shall be included in the various items of the bid.

A utility meeting shall be scheduled by the County to include all utilities and the contractor upon award of the contract. This meeting will allow the contractor to coordinate the utility work and the contract work in the initial stages of the project to avoid any delays.

The contractor shall coordinate their work with the existing utilities that will remain in their present location. It is the sole responsibility of the Contractor to investigate and use due care when operating in the vicinity of any utility. No additional compensation will be made for utility coordination and any other work involving the existing utilities.

Prior to the start of work, the Contractor shall review the limits of all work with the Engineer or duly appointed representative.

*The time of completion for this project has been set at Three hundred and sixty-five (365) calendar days from the Notice to Proceed.*

*It is noted punch-list items will invariably arise. To minimize disruption to its citizens, the County shall require all punch-list items brought to the Contractor's attention to be rectified within seven (7) calendar days from receipt of said items. If said punch-list items are not resolved to the satisfaction of the Engineer within the specified time, Liquidated Damages as specified in Section 43 of the General Specifications ('G' sheets of this specification) shall be pursued, commencing on the eighth calendar day.*

*The County retains the right to increase or decrease any and all quantities up to twenty-five percent (25%) of those estimated at the unit prices bid.*

*Certified payroll records shall be produced and submitted on a bi-weekly basis to the County for all personnel involved with this project. The County shall withhold any and all payments until the certified payroll records are received.*

## **SPECIAL PROVISIONS**

### **AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto, and Title 23 of the United States Code - Highways.

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

### **SPECIFICATIONS TO BE USED**

The electronic version of the 2019 Standard Specifications for Road and Bridge Construction, effective September 1, 2019 as referenced in Baseline Document Change announcement BDC19S-01 of the New Jersey Department of Transportation, including Baseline Document Changes (BDC) through and including Baseline Document Change BDC24S-03 (April 18, 2024) and as amended herein, shall govern the construction of this project.

These Special Provisions consist of the following:

Pages T3 to T71 inclusive

### **WAGE RATES**

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at [https://www.nj.gov/labor/wagehour/wagerate/prevaling\\_wage\\_determinations.html](https://www.nj.gov/labor/wagehour/wagerate/prevaling_wage_determinations.html). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 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.

The following information is located at the end of these Special Provisions (Appendix 3):

1. Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
2. State of New Jersey [Equal Employment Opportunity Special Provisions for Wholly State Funded Projects](#). (State Funded Project Attachment 2)
3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
5. [Payroll Requirements](#) for Wholly State Funded Projects. (State Funded Project Attachment 5)
6. [Americans with Disabilities Act](#) Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

Materials or assemblies as specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the contract requirements, will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three copies of certificates of compliance with each delivery of materials, components and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer, one copy shall be furnished to the District Office, Bureau of Local Government Services and the Contractor shall retain one copy.

Certificates of compliance shall contain the following information:

1. Project and location to which the 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. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
8. Signature of a person having legal authority to bind the supplier.
9. Signature attested to by a Notary Public or other properly authorized person.

Payments relative to materials specified, shall be accepted on the basis of certificates of compliance shall not be made until the Engineer has in his possession an acceptable certificate of compliance.

### **FOREIGN MATERIALS**

The attention of the Contractor is directed to all existing federal and state statutes and regulations that prohibit on any public work the use, by the Contractor or subcontractor, of materials produced or manufactured outside the United States of America. Exceptions to this prohibition, upon the findings of the Engineer, are allowed only where its enforcement would be inconsistent with the public interest or where the material is not produced or manufactured in the United States in sufficient quantities and of a sufficient quality.

If the Engineer finds in the performance of the contract there has been a failure to comply with the provisions relative to foreign materials, he shall make public his 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 years after such finding is made public.

Where the use of foreign material is allowed, such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the Engineer, where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expense, any testing which the Engineer feel necessary to ascertain the acceptability of the material.
3. A certificate of compliance shall accompany each lot of foreign material. In addition, certified mill tests 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 following information:
  - A. Project to which the material is consigned.
  - B. Name of the Contractor to which the material is supplied.
  - C. Kind of material supplied.
  - D. Quantity of material represented by the certificate.
  - E. Means of identifying the consignment, such as label marking, seal number, etc.
  - F. Date and method of shipment.
  - G. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
  - H. Signature of a person having legal authority to bind the supplier.
  - I. Signature attested to by a notary public or other properly authorized person.

**The following Sections of the Standard Specifications are deleted:**

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

The above Sections of the Standard Specifications are changed to the requirements of the County of Union in General Specifications attached hereto.

**The below Sections of the Standard Specifications have been changed to the requirements of the County of Union as stipulated herein, in the event of conflicts between the below sections and those of Union County, Union County stipulations shall govern.**

SECTION 104 - SCOPE OF WORK

SECTION 109 - MEASUREMENT AND PAYMENT

## **DIVISION 100 - GENERAL PROVISIONS**

### **SECTION 101 - GENERAL INFORMATION**

#### **101.01 INTRODUCTION**

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

#### **101.03 TERMS**

THE FOLLOWING TERMS ARE CHANGED.

##### **Completion**

(3) IS CHANGED TO:

3. the Contractor has satisfactorily executed and delivered to the RE all documents, required forms, certifications, and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of documents, certificates, and proofs of compliance is a requirement of the Contract.

**Department:** Shall be defined as the County of Union.

**Resident Engineer (RE)** shall be defined as a representative of the County of Union or Engineer.

**Pavement Structure.** The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed (see Figure 101-1). These various courses are defined as follows:

1. **Pavement.** One or more layers of specified material of designed thickness at the top of the pavement structure.
2. **Base course.** One or more layers of specified material of designed thickness placed on the subgrade or subbase.
3. **Subbase.** One or more layers of specified material of designed thickness placed on the subgrade.

THE FOLLOWING IS DELETED:

**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.

ADD THE FOLLOWING TERM:

**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.

REVISE THE FOLLOWING TERM:

**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.

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.01 QUALIFICATION TO BID**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

NJAC 16:20A-6.2 stipulates that Bidders must be pre-qualified for projects that exceed in contract value of more than \$5,000,000 if the project is funded, in whole or in part, by the New Jersey Department of Transportation. A bid received from a bidder who is not pre-qualified and whose bid exceeds the contract value of more than \$5,000,000 if the project is funded, in whole or in part, by the New Jersey Department of Transportation, will be rejected. The Bidder Shall meet the New Jersey Department of Transportation Contractor Class Code of #4 Bridge in order to submit a bid for the construction contract.

## **SECTION 104 - SCOPE OF WORK**

### **104.03.03 Types of Changes**

#### **3. Changes in the Character of Work.**

##### **a. Differing Site Condition.**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for increased costs resulting from a Type 1 or Type 2 Differing Site Condition as a change in the character of work; however, the Department will not consider making payment for a differing site condition unless the resulting change in cost exceeds \$7,500. Except, if the Contractor incurs cost as the result of multiple differing site conditions, with the cost of each separate differing site condition having a value of at least \$1,500 but not more than \$7,500, the Department will consider making payment for such costs if the aggregate cost of the multiple differing site conditions exceeds \$7,500. If the change in cost exceeds these amounts, the Department will base the modification on the total cost of the change, and the Department will not deduct the threshold amount of \$7,500 from the cost of the change.

### **104.03.04 Contractual Notice**

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract, include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change was discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

In addition to the hard copy of the notice, email the notice to the RE. It is not necessary to attach listed documents to the email.

### **104.03.08 Force Account**

#### **7. Equipment.**

##### **a. Contractor-Owned Equipment.**

PART 1 IS CHANGED TO:

- 1 The Department will calculate the “rental” hourly rates by dividing the monthly rate by 176. The Department will not use weekly, daily, or hourly rates. The Department will apply rental hourly rates for every hour the equipment is in active use, except that for any 30-day period, the Department will limit the total amount paid for each piece of equipment to a maximum of the monthly rate.

THE FOLLOWING PART IS ADDED:

6. The Department will make payment for costs for transporting equipment to and from the work site, if said costs are solely required as a direct result of the Force Account activity.

THE SECOND PARAGRAPH IS CHANGED TO:

The payment established is full payment for all equipment costs, including the cost of fuel, repairs, maintenance, depreciation, storage and incidentals.

**10. Subcontractors.**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for markup on subcontracted work at the rate of five percent (5%) applied on the total amount of all costs for subcontracted force account work up to \$500,000 and two percent (2%) applied on the total amount of all costs for subcontracted force account work over \$500,000.

**104.03.09 Delay Damages**

**1. Non-Productive Activity.**

**e. Equipment.**

THE FIRST SENTENCE IS CHANGED TO:

If as the result of the delay, equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5.

## SECTION 105 - CONTROL OF WORK

### 105.02 RESPONSIBILITIES OF THE CONTRACTOR

#### 105.02.05 Civil Rights Requirements

REVISE SECTION 105.02.05.1 TO THE FOLLOWING :

1. **Federal Aid projects.** This section intentionally left blank.

REVISE THE FIRST LINE OF SECTION 105.02.05.2 TO THE FOLLOWING:

2. **Wholly State Funded Contracts.** When applicable for wholly State Funded contracts under the jurisdiction of New Jersey Statutes N.J.S.A. 10:5-31 et seq., State EEO regulations and goals apply as specified in State Funded Project Attachments 1 to 6 of the Special Provisions.

### 105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

### 105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. After Award, the Department will provide additional formatting information, the number of copies required, and the address of the receiving designated design unit.

THE THIRD PARAGRAPH IS CHANGED TO:

Submit working drawings on 22 × 36-inch sheets. The Department may approve the use of 8-1/2 x 11-inch sheet on a case-by-case basis. Submit design calculations required for the working drawings on 8-1/2 × 11-inch paper. Submit seven (7) copies of the working drawings to the designated design unit for review with a copy of the transmittal letter to the RE. For railroad-carrying structures, submit four (4) additional copies to the designated design unit. Submit an additional copy for each outside testing agency or authority involved in the Project.

THE NINTH PARAGRAPH IS CHANGED TO:

Submit working drawings for certification or approval as specified in [Table 105.05-1](#). This list is not all-inclusive. Ensure that the working drawings submitted for approval are signed and sealed by a Professional Engineer. The working drawings submitted for certification are not required to be signed and sealed by a Professional Engineer unless they alter the original Contract.

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 - Working Drawing Submission Category	
Certified	Approved
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)
Bridge Drainage	Change in Structural Steel Details
Bridge Railing and Fencing Anchorage System	Change of Pre-stressed Concrete Strand Patterns
Catalog Cuts	Demolition Plans
Composite Piles	Erection Plans
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings
DMS Standard Ground Mounted	Isolation Bearings
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges
Expansion Deck Joint Assembly Systems	Mechanically Stabilized Earth (MSE) Walls
Modular Expansion Joint Assembly	Other work shown on the Plans as conceptual
Pre-cast Pre-stressed Concrete Beams and Piles Fabrication	Pre-cast Concrete Arch Structures
Reinforced Elastomeric Bearings	Pre-cast Concrete Box Culverts
Sign Legends	Prefabricated Modular Walls
Sign Support Structures	Stay-In-Place Forms
Structural Steel Fabrication	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

THE FIRST PARAGRAPH UNDER PART 1 OF TENTH PARAGRAPH IS CHANGED TO:

- 1. Certified Working Drawings.** For working drawings requiring certification, include 2 blank blocks directly above the title block. Designate one block for design unit certification, and designate the other block for the Contractor's approval stamp and a signed statement stating that the Contract has not been altered. The Department will require 30 days for review and certification or rejection and return of certified working drawings.

- 1. Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 15 days for review and certification or rejection and return of certified working drawings.

- 3. Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 15 days for review and approval or rejection and return of working drawings.

#### **105.07 Cooperation with Utilities.**

THE FOLLOWING HAS BEEN ADDED

- A. General.** It is understood and agreed the Contractor has considered in its Proposal all of the permanent and temporary utility facilities in their present, new, or relocated positions to the extent required by the Contract Documents and as revealed by its own investigations; is aware utility service demands, adverse field conditions and emergencies may affect the Utility's ability to comply with the proposed schedules for utility work; is cognizant of the limited ability of the County to control the actions of the Utility(s), and has made allowances in its Proposal that it is not entitled to any Additional Compensation by reasons of delays, inconvenience or damage sustained by the Contractor due to any interference from utility facilities or the operation of moving or installing them. Similarly, the Contractor is deemed to understand only limited extensions of time may be granted as specified in Subsection 108.11.

The Contractor shall notify, in writing, the Utility(s) involved of the nature and scope of the Project, and of its operations that may affect their facilities or property. The notice shall include an inquiry for all information required to determine the location of the existing utility facilities and the Contractor shall also provide the portion of the approved Preliminary Schedule relative to that respective Utility. Two copies of such notices and the Utility's responses shall be sent to the Resident Engineer prior to the start of Construction Operations. The Contractor shall also attend a Utility preconstruction conference prior to the start of Construction Operations.

The Contractor shall provide each Utility the portion of the approved Baseline CPM Schedule related to the respective Utility and any approved updates or revisions that affect that Utility.

Information on the Utility(s), including the work to be performed by the Utility(s) on the Project, will be provided in the Special Provisions.

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are attached herein.

Bidders are advised to verify the above information as its accuracy and completeness is not guaranteed by the County.

A pre-construction meeting will be held to enable full coordination of parties involved in this project. The County will arrange this meeting shortly after award of contract and prior to the start of any work and send an agenda and written invitations to municipal officials, utility owners and any other interested parties.

***A minimum of five (5) business days prior to the pre-construction meeting, the Contractor will provide the County, in writing, with the following:***

- 1. Proposed work schedule;***
- 2. List of Sub-Contractors;***
- 3. List of material suppliers;***
- 4. Certificates of Compliance for all materials and or assemblies, including: Raised Pavement Markings; Signs; Public Sidewalk Ramp Delineation, etc.;***

5. *Breakdown of any lump-sum items;*
6. *Shop drawings of all construction items.*

**THE CONTRACTOR WILL NOT COMMENCE WORK UNTIL THE ABOVE MATERIAL IS RECEIVED & APPROVED.**

#### **105.07.02 Work Performed by Utilities**

THE FOLLOWING IS ADDED:

All overhead utilities shall remain in place and construction shall be completed with no overhead utility relocation. The use of small equipment and sizing the precast arch units appropriately so they can be placed and the work can be completed without any overhead utility interference will be required.

Underground utilities will be removed and replaced, relocated or temporarily supported by the respective utility companies. The following underground utility work is proposed for each utility with contacts and emails provided:

- PSE&G Electric – the underground is an existing 4-inch conduit located on the north side of the bridge. It will be removed and replaced with a 5-inch conduit by PSE&G during the construction.  
Robert Buchanan – [robert.buchanan@pseg.com](mailto:robert.buchanan@pseg.com)  
Daniel Admirand – [daniel.admirand@pseg.com](mailto:daniel.admirand@pseg.com)
- Verizon Communications – the underground conduits are located under the south sidewalk adjacent to the parapet. This service shall remain in operation and be temporarily supported by Verizon. The temporary support will be founded behind the abutment excavation limits. Verizon shall bundle the cables and surround them with a PVC sleeve. The contractor shall use extreme care when working near this temporarily supported utility.  
Thomas Grabowski – [thomas.grabowski@verizon.com](mailto:thomas.grabowski@verizon.com)
- Elizabethtown Gas – the underground gas shall be temporarily shut off during construction. There are two (2) 8-inch lines in 10-inch casings; one low pressure and one high pressure line. The low-pressure line has already been abandoned and shall be removed by the contractor during demolition within the footprint of the bridge. The high-pressure line will be temporarily abandoned just prior to the start of construction operations. Elizabethtown Gas will supply a 12-inch casing which is to be installed by the contractor. Elizabethtown Gas will coordinate with the contractor and will install the proposed 8-inch high pressure line. It shall be located a minimum of 2 feet from the electric conduits. *It is noted there is a gas service at the southwest corner of the bridge within the driveway of the apartment complex. It serves the apartment complex. This service shall be maintained by the contractor for the full construction duration.*  
Gregory Balint – [gbalint@sjindustries.com](mailto:gbalint@sjindustries.com)
- Veolia Water (City of Rahway Water) – the underground water is a 12-inch pipe crossing the bridge. It shall be removed and replaced by Veolia Water during the construction to accommodate the construction. It must be back in service for the summer months (June to August). If this cannot be accomplished, relocation in two (2) stages by Veolia Water will be performed. The utility services the cooling facilities at Merck so coordination with Merck shall be performed by the contractor.  
Michael Wilson – [michael.r.wilson@veolia.com](mailto:michael.r.wilson@veolia.com)  
Daniel Lee – [dlee@cityofrahway.com](mailto:dlee@cityofrahway.com)

Separate payment will not be made for utility coordination of any kind, installation of the gas steel casing and demolition of the existing abandoned gas main but all costs shall be included in the various items of the bid.

THE FOLLOWING SUBSECTION IS ADDED:

#### **105.11 CONSTRUCTION LAYOUT**

Perform a site investigation within the Project Limits to locate existing ROW markers, property markers, survey control markers, and monuments. Before beginning construction operations, protect ROW markers, property markers, survey control markers, and monuments from disturbance and destruction. Notify the RE of the location of property markers and monuments that are in danger of being removed or disturbed and tie to fixed points or locate from established contract control. Do not remove or disturb existing ROW markers, property markers, survey control markers, and monuments until obtaining RE approval. Record and provide field location notes to the RE upon request.

Before removing a monument that is not owned by the Department, notify the agency to which the monument belongs of the need to remove the monument. Provide the RE with copies of correspondence with the agency, as well as the agency's written requirements or guidelines for setting monuments.

If a monument or marker is disturbed or removed without RE approval, the Contractor is responsible for reimbursing the Department for the cost to replace the monument.

Perform layout for the construction of the Contract using the control points and data shown on the Plans. Perform layout under the direct supervision of a licensed land surveyor. Preserve control points throughout the duration of the Project. Reset control points that are damaged, lost, displaced, or removed.

Before beginning construction operations, verify the vertical and horizontal controls provided in the Plans using, at a minimum, third-order, Class I accuracy procedural standards and equipment. Notify the RE in writing of discrepancies or errors and obtain resolution before proceeding with the work. Upon request, provide the RE with survey notes and calculations related to the field control verification.

Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree protection and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction, storage, parking, movement of equipment, field office, etc. which will have to be later restored to pre-existing conditions. Provide documentation, including photographs, to the RE.

Provide the Utilities with the layout needed to install relocated utility facilities and coordinate the Work. Ensure that relocated facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

Establish the exact location of the Work from the control points. Reference the Work to baselines that are established from the control points. Maintain baselines until Completion.

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, and turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than 475 feet, provide offset stakes at a maximum interval spacing of 25 feet. Identify and mark each stake to show the offset distance from the baseline and provide grade sheets to the RE showing the cut or fill to the finished profile lines with reference to the offset stakes. Provide grade sheets for construction of subbase that include calculations to establish the typical cross section from the profile grade stake. Provide adequate and accurate offset lines during construction that requires occupation of the baseline points by construction operations. Provide the RE with assistance as requested for verification of lines, grades, boundaries, dimensions, and elevations.

Construct the Work to the dimensions and tolerances noted within the Contract. Except where otherwise noted, construct subbase, base courses, pavements, and structures to within 1/4 inch of the elevations,

stations and offsets noted in the Contract. If work does not conform to the tolerances allowed, the Department may consider the work to not be in conformance with the work as specified in 105.03.

Upon request, provide the RE with survey notes and calculations related to the alignment and horizontal and vertical control, and field notes to document the ROW, including easements and monument locations. Maintain survey notes in a bound field notebook in a professional manner.

The Department will not make payment for survey, stakeout, and layout. The cost is to be distributed across the various items of work and to be included in extra work as may be added to the Contract.

If the Department discovers survey errors, including errors that should have been detected during verification of controls provided in the plans, the Department will deduct the costs of checking and correcting these errors from any money due to the Contractor.

## **SECTION 106 - CONTROL OF MATERIAL**

THE SECTION HEADING IS CHANGED TO:

### **SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT**

#### **106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of recovered materials practicable,” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in [106.04](#).

#### **106.03 FOREIGN MATERIALS**

THE SUBSECTION HEADING IS CHANGED TO:

#### **106.03 FOREIGN MATERIALS AND EQUIPMENT**

REMOVE SECTION **106.03.2 Federal Aid Projects**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide 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). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.

Do not provide 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.

Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

THE FOLLOWING SUBSECTION IS CHANGED AS FOLLOWS:

#### **106.07.02 Certification for iron and steel**

- A. Pre-cast Concrete, Steel and Concrete Pipe Certification of Compliance.** For pre-cast concrete and concrete pipe items, a Buy America Compliance Plan is required to confirm that the material meets the Buy America requirements as specified in 106.03. The ME will periodically audit

compliance with the program at the pre-cast plant. If the pre-cast concrete item is not inspected by ME, submit a Certification of Compliance for the pre-cast concrete item as required in 106.07.01. When a Certification of Compliance is submitted, ensure the Certification of Compliance contains a statement that the reinforcing steel used in the pre-cast concrete item complies with the Buy-America requirements as specified in 106.03

- B. Incidental Steel or Iron Components and Manufactured Products.** Incidental steel and iron components such as lifting hooks, tie wire, chairs, nuts, bolts and screws are not required to be certified for compliance with Buy-America requirements. For manufactured products that are not made predominantly of steel, the steel components are not required to be certified for compliance with Buy-America requirements.
- C. Step Certification of Compliance.** For products that contain steel or iron components and are not covered in 106.07.02.A or 106.07.02.B, step Certification of Compliance is required to confirm the item meets the Buy-America requirements as specified in 106.03. A step certification is a process under which each handler (e.g., supplier, fabricator, manufacturer, processor, coating facility) of the iron and steel components certifies the steel and iron components were of domestic origin and their step in the process was domestically performed.

Every step in the process from melting to coating must be performed in the United States in order for the steel or iron component to be considered domestic and must be documented by step certification. If a domestic source for a steel or iron component cannot be found, submit a request for waiver to the Department. Do not purchase non-domestic steel or iron components without the express written consent of the Department.

Ensure three (3) copies of the Contractor's Certification of Compliance (Form DC-17) and the step Certifications of Compliance are provided for items containing steel or iron. Retain one (1) copy and submit two (2) copies to the RE. The Contractor may submit the DC-17 and the step certifications electronically in a scanned document.

Ensure step Certifications of Compliance contain the following information:

1. Name of the Company supplying the material.
2. Name and location of the Company the material was shipped to.
3. Material description.
4. Quantity of material represented by the Certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and to the Buy-America requirements in 106.03.
8. A statement that all steel or iron components in the material or assembly were "melted and manufactured in the US," unless there is non-domestic steel or iron in the material or assembly.
9. If there is non-domestic steel or iron in the assembly, describe in detail the non-domestic steel or iron material and the quantity. Attach a copy of the Department's approval for the use of non-domestic steel or iron components.
10. Signature of a person having legal authority to bind the supplier.
11. Typed or printed name of the person who signed the certification.

The Department will not make payment for work containing steel or iron materials until the RE has received the required DC-17 and step Certifications of Compliance and has inspected and accepted the material or assembly.

## **SECTION 107 - LEGAL RELATIONS**

### **107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT**

THE FOURTH PARAGRAPH IS CHANGED TO:

For purposes of determining the date of “completion of the contract” pursuant to N.J.S.A. 59:13-5, “completion of the contract” occurs on the date that the Contractor provides written notice to the Department of Acceptance or conditional Acceptance of the Proposed Final Certificate or the 30th day after the Department issues the Proposed Final Certificate, whichever event occurs first.

### **107.09 INDEPENDENT CONTRACTOR**

THE ENTIRE SUBSECTION IS CHANGED TO:

The relationship of the Contractor to the State is that of an independent contractor. Conduct business consistent with such status. Do not hold out or claim to be an officer or employee of the Department by reason hereof. Do not make a claim, demand, or application to or for the rights or privileges applicable to an officer or employee of the Department, including, but not limited to, Workers Compensation Insurance, unemployment insurance benefits, social security coverage, or retirement membership or credit.

### **107.11 RISKS ASSUMED BY THE CONTRACTOR**

THE ENTIRE SUBSECTION IS CHANGED TO:

- 1. Risks of Loss or Damage to the Permanent Construction.** Until Acceptance, and within the limits of the Project’s work, the Contractor shall bear the risk of all loss or damage to all permanent construction and temporary construction performed under this Contract and to materials, whether or not it has received payment for such construction or materials under Subsection 109.05, 109.06, or 109.07, except payment will be made to the Contractor for the repair or replacement of any permanent element of the construction which has not been accepted by the Department, if the element of the work damaged is completed to the stage of serving its intended function and is subsequently damaged by accident by public traffic. In order to receive payment, the Contractor must supply satisfactory evidence that such damage was caused by a public traffic accident that was not caused by vandalism or by the equipment of the Contractor or any of its subcontractors or suppliers. Satisfactory evidence shall generally be limited to: accident reports filed with the Division of Motor Vehicles, police agencies or insurance companies; statements by reliable, unbiased eyewitnesses; identification of the vehicle involved in the accident. Physical evidence that the damage was caused by a motor vehicle (such as tire marks or broken headlight glass) will not be sufficient unless it can be clearly shown that the damage was not caused by the Contractor’s vehicles or by vandalism. The Contractor shall take every precaution, as allowed by the Contract against injury or damage to any part of the construction or to materials by the action of the elements, the traveling public, vandalism, or from any other cause, whether arising from the execution or the non-execution of the work. The Contractor shall promptly repair, replace, and make good any such damage or loss without cost to the Department. The Contractor shall not bear such risk of loss or damage, which arises from acts of war or floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon unless such loss or damage is covered by insurance.

#### **107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS**

REPLACE THIS SECTION WITH: This section intentionally left blank.

#### **107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR**

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

#### **107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES**

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

THE FOLLOWING SUBSECTION IS ADDED:

#### **107.17 COMMUNICATION WITH THE NEWS MEDIA**

Do not communicate with the news media or issue a news release without obtaining prior written approval from the Department.

## **SECTION 108 - PROSECUTION AND COMPLETION**

### **108.01 SUBCONTRACTING**

#### **1. Values and Quantities.**

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1. There are no Specialty Items in this Project.

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

THE THIRD PARAGRAPH IS CHANGED TO:

If a partial quantity of work for a unit price Item is subcontracted, the Department will determine the value of the work subcontracted by multiplying the price of the Item by the quantity of units to be performed by the subcontractor.

THE FOURTH PARAGRAPH IS CHANGED TO:

If only a portion of work of an Item is subcontracted, the Department will determine the value of work subcontracted based on the value of the work subcontracted as indicated in the subcontract agreement and as shown in a breakdown of cost submitted by the Contractor.

### **108.02 COMMENCEMENT OF WORK**

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

THE THIRD PARAGRAPH IS CHANGED TO:

Do not perform construction layout and FIELD OFFICE TYPE \_\_\_\_ SET UP until the Department has approved the insurance certificates and the safety program. Do not begin other construction operations until after the following actions:

1. A preconstruction conference with the Department has been held.
2. Approval of the progress schedule as specified in 153.03.02.
3. The field office has been established.
4. The ROW limits, limits of construction, environmentally restricted areas, and trees or other vegetation designated to be preserved have been laid out.

### **108.06 NIGHT OPERATIONS**

THE FOLLOWING IS ADDED TO THE BEGINNING OF THE FIRST PARAGRAPH:

The Contractor shall be responsible for furnishing, maintaining, removal and or disposal of all equipment, material, and manpower necessary for compliance with this sub-section.

#### **2. Visibility Requirements for Workers and Equipment.**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure workers wear a 360° high-visibility retroreflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

## **108.07 TRAFFIC CONTROL**

THE FOLLOWING IS ADDED:

Working hours for this project are as follows:

Weekdays (Monday through Friday)

Day-Time 8:00 am to 4:00 pm

Weekends/Holidays

Not Allowed without Approval from Union County

### **108.07.01 Interference**

THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

It shall be the Contractor's responsibility to maintain driveway access for all adjacent property owners.

**In the event industrial and commercial driveway access must be temporarily denied, the Contractor shall provide written notice to the Engineer and property owner at least five (5) working days in advance of the driveway closing.**

**THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES AND MANPOWER NECESSARY TO MAINTAIN SUCH WORK ZONES IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.**

### **108.09 Maintenance within the Project Limits**

The following is added to this sub-section:

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or deicing operations carried on by others under the supervision or direction of the County. The Contractor shall not be responsible for mowing unless an item for mowing is scheduled in the proposal form. However, the Contractor shall be responsible for the removal of all leaves, debris, and other material on the road, prior to reconstruction and resurfacing. The Contractor will also be responsible for street sweeping prior to resurfacing operations, and at the end of each day following milling operations.

### **108.11.01 Extensions to Contract Time**

#### **B. Types of Delays.**

##### **1. Non-Excusable Delays.**

THE FOLLOWING IS ADDED:

For work performed by Utilities, delays up to 30 percent of the estimated duration specified in 105.07.02 are considered non-excusable. The duration includes both the advance notice and the completion of the work by the Utility.

**2. Excusable, Non-Compensable Delays.**

**b. Utilities.**

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

**108.19 COMPLETION AND ACCEPTANCE**

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

## **SECTION 109 - MEASUREMENT AND PAYMENT**

### **109.01 MEASUREMENT OF QUANTITIES**

THE SECOND PARAGRAPH IS DELETED:

### **109.02 SCOPE OF PAYMENT**

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will not make additional or separate payment for work or portion of work unless specifically provided for in the "Measurement and Payment" Subsection.

### **109.05 ESTIMATES**

THE SECOND PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, that:

- Each subcontractor or supplier has been paid the amount due from the previous progress payment and shall be paid the amount due from the current progress payment and that full payment for any retainage withheld from a subcontractor has been or will be made within 30 days after the subcontractor's work has been satisfactorily completed; or
- There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

THE TENTH PARAGRAPH IS CHANGED TO:

The RE has the right to not process an Estimate when, in the judgment of the RE, the Work is not performed or proceeding as specified in the Contract or following the Department giving the Contractor and Surety notice of default as specified in 108.14.

## **DIVISION 150 - CONTRACT REQUIREMENTS**

### **SECTION 151 - PERFORMANCE BOND AND PAYMENT BOND**

#### **151.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Payment will not be made for Performance Bond and Payment Bond. All costs thereof shall be included within the various bid pay items.

## **SECTION 152 - INSURANCE**

### **152.03.01 Owner's and Contractor's Protective Liability Insurance**

#### **A. Policy Requirements.**

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

### **152.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Payment will not be made for insurance of any kind. All costs thereof shall be included within the various bid pay items.

## **SECTION 153 - PROGRESS SCHEDULE**

### **153.03.01 CPM Progress Schedule**

REVISE THE SIXTH PARAGRAPH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

### **153.03.02 CPM Progress Schedule Updates**

THE LAST PARAGRAPH IS CHANGED TO:

If the project falls behind schedule for non-excusable delays, so the schedule indicates the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days, including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

#### **2. Tabular Reports.**

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The RE may require three (3) color paper copies of the longest path sort, total float sort, responsibility sort, area sort, and Gantt chart.

### **153.03.03 Bar Chart Progress Schedule and Updates**

#### **A. Schedule.**

REVISE THE THIRD PARAGRAPH TO:

Approval of the schedule by the re does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the re for approval as follows:

THE FOLLOWING IS ADDED:

If the project falls behind schedule for non-excusable delays, so the schedule indicates the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days, including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

#### **153.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Payment will not be made for Project Schedules of any kind including updates. All costs thereof shall be included within the various bid pay items.

THE THIRD PARAGRAPH IS CHANGED TO:

If the Contractor's CPM Progress Schedule update is not approved by the date of the progress meeting for the following update, the Department will assess liquidated damages to recover the Department's increased administrative costs.

## **SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS**

### **157.03.01 CONSTRUCTION LAYOUT**

THE SEVENTH PARAGRAPH IS CHANGED TO:

Provide the Utilities with access to the site as necessary and coordinate the Work. Ensure utility facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

### **157.03.01 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Payment will not be made for Construction Layout. All costs thereof shall be included within the various bid pay items.

**SECTION 158 - SOIL EROSION AND SEDIMENT CONTROL AND WATER  
QUALITY CONTROL**

**158.04 MEASUREMENT AND PAYMENT**

THE PAY ITEM CONCRETE WASHOUT SYSTEM AND OIL ONLY EMERGENCY SPILL KITS ARE DELETED AND THE FOLLOWING IS ADDED:

Separate payment will not be made for Concrete Washout System and Oil Only Emergency Spill Kit, but the costs shall be included in the various items of the proposal.

## SECTION 159 - TRAFFIC CONTROL

### 159.01 DESCRIPTION

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

***ALL WORKERS SHALL WEAR REFLECTORIZED GARMENTS, UTILIZING 360° VISIBILITY, AS SPECIFIED FOR TRAFFIC DIRECTORS.***

***THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES WITHIN WORK ZONES SHALL BE ESTABLISHED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL TRAFFIC CONTROL MEASURES SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.***

**All traffic control devices shall comply with these Specifications and the Standard Details for Traffic Control Devices as developed by the New Jersey Department of Transportation.**

**All traffic control devices furnished by the Contractor shall be new, or in acceptable condition as defined by the American Traffic Safety Services Association (ATSSA), Quality Standards For Work Zone Traffic Control Devices - 3<sup>rd</sup> Edition. Traffic control devices damaged under this Contract as a result of carelessness or mishandling by the Contractor (i.e., running over cones or barrels with his equipment or splashing tar on traffic control devices, etc.) shall be replaced by the Contractor at no additional cost to the County. The Contractor shall replace damaged traffic control devices within one (1) calendar day. The County reserves the right to reject any traffic control device, which in their sole opinion does not satisfy the criteria of these Specifications, is damaged or otherwise incapable of providing the function for which it was intended. In this event, the Contractor shall replace the deficient traffic control devices and/or materials within one (1) calendar day. Upon completion of the Project, all traffic control devices and materials furnished by the Contractor shall be removed by the Contractor.**

**All signs furnished by the Contractor shall conform to the latest addition Manual of Uniform Traffic Control Devices and the U.S.D.O.T. Manual of Standard Highway Signs. *All signs and traffic control devices shall be manufactured with, or incorporate 3M diamond grade material or approved equal. All signs shall be aluminum, with a thickness of 0.100 inches, and cut to Standard sizes.***

Should the Contractor begin work prior to the work zone being properly established as described herein, the County shall assume no responsibility for tort liability issues arising from the Contractor's premature start. All liability and consequence arising from a premature start is solely the Contractor's.

In the event the manhole, inlet or other appurtenance is in the middle of a travel way and the placement of a traffic device would impede the flow of traffic, the manhole, inlet or other appurtenance will be ramped in accordance with Construction Details with fresh hot mix asphalt material (either cold or hot mix). The use of millings to perform this operation will not be allowed.

### 159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as

having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

THE FOLLOWING IS ADDED:

The Contractor shall be responsible for project maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times. In the case of a contract requiring the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

Prior to the start of construction operations, the Contractor shall assign a supervisory-level employee to be the Traffic Control Coordinator. The Engineer and affected municipalities shall be notified as to the name and telephone number of this individual on a 24-hour, 7-day a week basis. **IF AND WHEN THE NUMBER IS CALLED, THE CONTRACTOR OR DULY APPOINTED AGENT MUST BE AVAILABLE TO ANSWER AND RESPOND TO THE EMERGENCY CALL. THE CONTRACTOR'S RESPONSE TIME TO EMERGENCIES THAT ARISE DURING THIS PROJECT SHALL BE WITHIN ONE (1) HOUR.**

The Contractor shall be responsible for maintaining safe and adequate pedestrian access in, near or around the work site. Neither the Contractor's equipment nor debris and materials shall occupy any part of the sidewalk, path or traveled way not being constructed.

All equipment, materials, excavated material or debris shall be removed by the end of the workday. Material or debris left at the end of the day by the Contractor on, near or adjacent to the sidewalk or traveled way that is open to pedestrians and vehicles is subject to removal by the County forces. In this event, the costs associated with the removal will be deducted from monies owed the Contractor.

#### **159.03.02 Traffic Control Devices**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

#### **159.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Separate payment will not be made for relocating traffic control devices as required or as directed. Separate payment will not be made for posts or stands for construction signs. Separate payment will not be made for traffic control coordinator. Separate payment will not be made for moving the traffic control truck units during the various stages of construction. Separate payment will not be made for escape ramps provided at the edges of pavement lifts or at excavations. All costs thereof shall be included in the prices bid for the various Pay Items scheduled in the Bid Sheets.

All property owner notices, traffic control devices & manpower necessary to maintain such work zones utilizing the necessary devices and items, other than those stipulated to be paid under a separate bid pay item shall be supplied, implemented and removed at the appropriate time by the Contractor. Separate payment will not be made for the cost of such traffic control devices, any relocation of such and associated manpower but the costs shall be included in the various items of the proposal.

For traffic control devices measured by the linear foot or unit basis specified in 159.03.02, the Department will make payment for the maximum quantity in service at one time as required by the Contract. For CONSTRUCTION SIGNS, the Department will make payment for the maximum quantity of specific sign types in service at one time as required by the Contract. If a particular sign type has more than one unique text, each sign with a unique text will be considered to be a specific sign type. The Department will make payment for 50 percent of the Contract bid price for traffic control devices specified in 159.03.02 that are measured on a linear foot, square foot or unit basis upon approved placement. The Department will prorate the balance of payment over the duration of the Contract.

## SECTION 160 - PRICE ADJUSTMENTS

THE ENTIRE SECTION 160 IS CHANGED TO:

### 160.01 DESCRIPTION

This Section describes the requirements for price adjustments for fuel and asphalt usage.

### 160.02 MATERIALS

(Intentionally Blank)

### 160.03 PROCEDURE

#### 160.03.01 Fuel Price Adjustment

The Department will make price adjustments for fuel usage for Items listed in Table 160.03.01-1. Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting within period one and continuing past midnight of the fourteenth day into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing past midnight of the last day of the month into the first day of the next month will be included in period two.

The Department will calculate fuel price adjustments based on the pay quantities of listed Items using the fuel usage factors listed in Table 160.03.01-1.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the Estimates and the as-built quantity cannot be readily distributed among the time periods that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item's Estimate quantity is to the total of the Item's time period estimates.

**Table 160.03.01-1 Fuel Price Adjustments**

Items	Fuel Usage Factor
EXCAVATION, UNCLASSIFIED	0.50 Gallons per Cubic Yard
EXCAVATION, REGULATED MATERIAL	0.50 Gallons per Cubic Yard
EXCAVATION, ACID PRODUCING SOIL	0.50 Gallons per Cubic Yard
REMOVAL OF PAVEMENT	0.25 Gallons per Square Yard
MICRO-MILLING	0.25 Gallons per Square Yard
HMA MILLING, 3" OR LESS	0.25 Gallons per Square Yard
HMA MILLING, MORE THAN 3" TO 6"	0.25 Gallons per Square Yard
CONCRETE MILLING	0.25 Gallons per Square Yard
HMA PROFILE MILLING	0.25 Gallons per Square Yard
BREAKING PAVEMENT	0.25 Gallons per Square Yard
RUBBLIZATION	0.25 Gallons per Square Yard
SUBBASE	1.00 Gallon per Cubic Yard
I- ____ SOIL AGGREGATE	1.00 Gallon per Cubic Yard
SOIL AGGREGATE BASE COURSE, ____ " THICK	1.00 Gallon per Cubic Yard

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
SOIL AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, ____ " THICK	1.00 Gallon per Cubic Yard
DENSE-GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS	1.00 Gallon per Cubic Yard
CONCRETE BASE COURSE, ____ " THICK	0.25 Gallons per Square Yard
CONCRETE BASE COURSE, REINFORCED ____ " THICK	0.25 Gallons per Square Yard
ASPHALT-STABILIZED DRAINAGE COURSE	2.50 Gallons per Ton
OPEN-GRADED ____ FRICTION COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ SURFACE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ INTERMEDIATE COURSE	2.50 Gallons per Ton
HOT MIX ASPHALT ____ BASE COURSE	2.50 Gallons per Ton
MODIFIED OPEN-GRADED ____ FRICTION COURSE ____	2.50 Gallons per Ton
ULTRA-THIN FRICTION COURSE	2.50 Gallons per Ton
STONE MATRIX ASPHALT ____ SURFACE COURSE	2.50 Gallons per Ton
HIGH PERFORMANCE THIN OVERLAY	2.50 Gallons per Ton
BINDER RICH INTERMEDIATE COURSE	2.50 Gallons per Ton
BRIDGE DECK WATERPROOFING SURFACE COURSE	2.50 Gallons per Ton
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
CONCRETE SURFACE COURSE, ____ " THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 4" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 5" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, 8" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 6" THICK	0.25 Gallons per Square Yard
CONCRETE SIDEWALK, REINFORCED, 8" THICK	0.25 Gallons per Square Yard
DIAMOND GRINDING OF CONCRETE SURFACE COURSE	0.25 Gallons per Square Yard
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT	0.25 Gallons per Square Yard
SLURRY SEAL AGGREGATE, TYPE II	2.5 Gallons per Ton
SLURRY SEAL EMULSION	0.10 Gallons per Gallon
CONCRETE BRIDGE APPROACH	0.50 Gallons per Cubic Yard
CONCRETE CULVERT	1.00 Gallon per Cubic Yard
CONCRETE FOOTING	1.00 Gallon per Cubic Yard
CONCRETE WING WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMN PROTECTION, HPC	1.00 Gallon per Cubic Yard
CONCRETE PIER COLUMNS AND CAP	1.00 Gallon per Cubic Yard
CONCRETE ABUTMENT WALL	1.00 Gallon per Cubic Yard
CONCRETE PIER SHAFT	1.00 Gallon per Cubic Yard

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
CONCRETE PEDESTRIAN BRIDGE	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE DECK, HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE SIDEWALK HPC	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET	1.00 Gallon per Cubic Yard
CONCRETE BRIDGE PARAPET HPC	1.00 Gallon per Cubic Yard
15" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.12 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, BRIDGE	0.17 Gallon per Linear Foot
21" BY 34" CONCRETE BARRIER CURB, BRIDGE	0.15 Gallon per Linear Foot
24" BY 42" CONCRETE BARRIER CURB, BRIDGE	0.21 Gallon per Linear Foot
CAST-IN-PLACE CONCRETE PILES, DRIVEN ____ " DIAMETER	1.00 Gallon per Cubic Yard
RETAINING WALL, LOCATION NO. ____	0.10 Gallon per Square Foot
CONCRETE MEDIAN BARRIER, HPC	0.16 Gallon per Linear Foot
15" BY 41" CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB	0.17 Gallon per Linear Foot
15" BY 54" CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
38" BY 79" CONCRETE BARRIER CURB	0.40 Gallon per Linear Foot
24" BY 39" CONCRETE BARRIER CURB	0.18 Gallon per Linear Foot
18 5/8" BY 65" CONCRETE BARRIER CURB	0.20 Gallon per Linear Foot
32" BY 41" CONCRETE BARRIER CURB	0.24 Gallon per Linear Foot
24" BY 41" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
24" BY 45" CONCRETE BARRIER CURB	0.19 Gallon per Linear Foot
15" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.09 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.28 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB	0.15 Gallon per Linear Foot
15" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.24 Gallon per Linear Foot
24" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
19" BY 32" CONCRET BARRIER CURB, DOWELLED	0.10 Gallon per Linear Foot
24" BY 32" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
24 1/2" BY 53" CONCRETE BARRIER CURB, DOWELLED	0.18 Gallon per Linear Foot
24 1/2" BY VARIABLE HEIGHT CONCRETE BARRIER CURB, DOWELLED	0.15 Gallon per Linear Foot
24" BY 35" CONCRETE BARRIER CURB, DOWELLED	0.13 Gallon per Linear Foot
GROUND MOUNTED BARRIER CURB	0.15 Gallon per Linear Foot
15" BY 51" F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
24 1/2" BY 51" F SHAPE CONCRETE BARRIER CURB	0.23 Gallon per Linear Foot
24 1/2" BY ____ " F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.23 Gallon per Linear Foot

**Table 160.03.01-1 Fuel Price Adjustments**

<b>Items</b>	<b>Fuel Usage Factor</b>
15" BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
15" BY ____" F SHAPE CONCRETE BARRIER CURB, DOWELLED	0.34 Gallon per Linear Foot
VARIABLE WIDTH BY VARIABLE HEIGHT F SHAPE CONCRETE BARRIER CURB	0.34 Gallon per Linear Foot
9" BY 16" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 18" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 20" CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY 22" CONCRETE VERTICAL CURB	0.05 Gallon per Linear Foot
9" BY 14" CONCRETE VERTICAL CURB	0.03 Gallon per Linear Foot
9" BY 4" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 6" CONCRETE VERTICAL CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY 8" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
9" BY 10" CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot
12" BY 13" CONCRETE SLOPING CURB	0.04 Gallon per Linear Foot
12" BY 3" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
____" BY ____" CONCRETE SLOPING CURB, DOWELLED	0.01 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB	0.04 Gallon per Linear Foot
9" BY VARIABLE HEIGHT CONCRETE VERTICAL CURB, DOWELLED	0.02 Gallon per Linear Foot

If an item listed in Table 160.03.01-1 has a payment unit which differs from that listed in Table 160.03.01-1, the Department will apply an appropriate conversion factor to determine the number of gallons of fuel used.

The Department will calculate fuel price adjustment using the following formula:

$$F = (MF - BF) \times G$$

Where:

F = Fuel Price Adjustment

MF = Fuel Price Index for work performed in the time period immediately before the estimate cutoff date.

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

The Department will post the Fuel Price Index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Fuel Price Index is the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of that month will govern for the Basic Fuel Price Index. If the Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

### **160.03.02 Asphalt Price Adjustment**

The Department will make price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of Items containing asphalt binder constructed.

Each month may be divided into two periods. Period one includes the first day of the month through the fourteenth day of the month. Period two includes the fifteenth day of the month through the last day of the month. Work starting on the fourteenth day of the month and continuing past midnight into the fifteenth day of the month will be included in period one for any price adjustments. Work continuing through midnight of the last day of the month into the first day of the next month will be included in period two.

The Asphalt Price Adjustment will be separated between asphalt binder grades PG 64S-22 and PG 64E-22. The price used for both the Basic and Monthly Price Indexes will be determined based on the performance grade of asphalt binder in the approved mix design for the asphalt mixture.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Asphalt Price Index for work performed in the time period immediately before the estimate  
= cutoff date.

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder<sup>1</sup>

1. The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt Item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons of asphalt binder used.

For Tack Coat, Prime Coat, MICRO SURFACING EMULSION, SLURRY SEAL EMULSION, and FOG SEAL SURFACE TREATMENT, the Department will calculate the weight of asphalt as follows:

$$T = G \times C \times 0.00428$$

C = Petroleum content of the product

Use 100% for Tack Coat 64-22 and Tack Coat 64E-22

Use 60% for Polymer Modified Tack Coat, and all other emulsified asphalts

G = Gallons furnished

The constant 0.00428 is derived from the conversion factor of tons per gallon using 8.345 lbs/gallon for water and a factor of 1.025 for the specific gravity of asphalt binder.

The Department will not calculate an asphalt price adjustment for FOG SEAL STRIP.

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department. The Department will post the asphalt price index every month on the Department's website: <https://www.state.nj.us/transportation/business/aashtoware/PriceIndex.shtm>.

The Basic Asphalt Price Index will be the Index which is listed for the month prior to the receipt of bids. If the month prior to the receipt of bids has two Indexes, the Index in effect for the first day of the month will govern for the Basic Asphalt Price Index.

The Monthly Asphalt Price Index will be that for the month that the work is constructed in. If work is constructed over the course of two or more months for a particular pay estimate, then multiple Monthly Indexes will be used corresponding to the date that the work was performed.

If the Asphalt Price Index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

#### **160.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

Asphalt price adjustments will not be made for Tack Coat and Prime Coat.

## **SECTION 161 - FINAL CLEANUP**

### **161.04 MEASUREMENT AND PAYMENT**

THE ENTIRE SUBSECTION IS CHANGED TO:

Separate payment will not be made for Final Cleanup but the costs shall be included in various items of the proposal.

## **SECTION 201 - CLEARING SITE**

### **201.03.02 Clearing Site, Bridge and Clearing Site, Structure**

THE FIRST PARAGRAPH IS CHANGED TO:

Submit a demolition plan detailing the work area, methods, and equipment to be used to the RE for approval 30 days before demolition operations. Clear site within work area as specified in 201.03.01. Remove the substructures of existing structures to at least 3 feet below the natural stream bottom and remove those parts outside of the stream to at least 2 feet below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits of a new structure, remove them to accommodate the construction of the proposed structure.

THE FOLLOWING IS ADDED:

The demolition plan shall be signed and sealed by Professional Engineer in the State of New Jersey. The demolition plan shall include accurate locations of existing utilities and the means and methods for maintaining utility service during demolition operations. Temporary support of utilities and temporary relocation of existing utilities shall be submitted under a separate cover.

The Contractor shall ensure that no debris from demolition operations falls into the Robinson Branch of the Rahway River. The Contractor shall include the means and methods in the demolition plan for ensuring no debris will drop into the Robinson Branch of the Rahway River.

Any proposed plans for temporary shielding, temporary sheeting, and/or temporary shoring for demolition and construction purposes shall be submitted under a separate cover signed and sealed by a New Jersey Professional Engineer.

THE FOLLOWING IS ADDED:

#### **201.03.10 Ground Vibration Monitoring**

Ground vibration monitoring shall be performed continuously during all demolition/removal operations of the existing bridge as described in the Plans and Specifications.

The Contractor shall be required to hire, subject to the approval of the Engineer, an independent, qualified firm that specializes in the monitoring and analyzing of ground vibrations produced by demolition operations. The ground vibration monitoring firm must have a minimum of ten (10) years' experience in work of this nature and shall have an on-staff professional engineer(s) licensed in the state of New Jersey to certify the work performed.

This firm shall establish and then setup a vibratory monitoring program to measure, record and analyze the vibrations produced during the construction operations described above in the first paragraph of this subsection at the following locations:

1. One (1) residential structure primarily located at the residence listed below:
  - a. 1830 Irving Street
  - b. 1826 Irving Street
  - c. 1900 Irving Street
  - d. 1904 Irving Street

During construction the Contractor may be required to relocate ground vibration monitoring systems as directed by the Engineer.

The firm shall be required to submit two (2) copies (one (1) original or certified copy and one (1) copy) of each test result, report, documentation, photograph, video and any other relevant information obtained for this project directly to the Engineer. The Contractor shall provide written authorization to the firm to release this data/information directly to the Engineer.

Firms qualified to perform this work include, but are not limited to:

- Dayton Inspection Services Inc., Delanco, NJ; Phone No.: 856-824-1010
- Pile Mechanics, Inc., Princeton, NJ; Phone No.: 609-452-0333
- Vibra-Tech Engineers, Inc., Mount Holly, NJ; Phone No.: 856-787-1313

The firm chosen shall be subject to the approval of the Engineer. The Contractor shall submit the qualifications of his firm within ten (10) calendar days from Notice to Proceed. Once approved by the County, the selected ground vibration monitoring firm shall provide its proposed ground vibration monitoring program within seven (7) calendar days for review and concurrence.

### **General Requirements - Monitoring**

A qualified representative from the ground vibration monitoring firm shall be on-site to operate the ground vibration monitoring equipment, record the readings, and analyze the data at all times while construction operations described above in the first paragraph of this subsection are in progress.

The Firm will verify that the vibration levels at these locations do not exceed peak particle velocity (PPV) as follows:

- The maximum PPV shall not exceed the safe limits recommended in the "U. S. Bureau of Mines (USBM), RI-#8507, Structure Response Produced By Ground Vibration - PPV vs. Frequency Graph")
- Criteria for damaging plaster (particle velocity (in./sec.) versus frequency (Hz.) impact hammers.
- Magnitude 2.00 in./sec (PPV) for properties and 1.5 in/sec (PPV) for the underground electric in any direction for any frequency shall not be exceeded at any time.
- For vibration energy within the frequency range of 0 to 2.75 hertz, 0.50 inch per second maximum PPV (plaster criteria) shall be used.
- For vibration energy within the frequency range of 2.75 to 10 hertz, 0.50 inch per second maximum PPV (plaster criteria) shall be used.
- For vibration energy within the frequency range of 10 to 40 hertz, 0.50 - 2.0 inch per second maximum PPV (plaster criteria) shall be used.
- For vibration energy within the frequency range of above 40 hertz, 2.0 inch per second maximum PPV (plaster criteria) shall be used.

If the peak particle velocity exceeds the above referenced limits, the Contractor shall halt the operation of the demolition while the ground vibration monitoring firm analyzes the data. The Contractor shall evaluate and modify his construction operation/activity procedure(s) as required to comply with the above referenced limits at his own expense and at no additional costs to the County. Any proposed modifications to his operations shall be submitted to the Engineer for review and acceptance before resuming operations.

Seismographs used at the site shall be capable of measuring and recording 3-components of ground vibration. A recent certificate of calibration shall be furnished for all seismographs being used, with the calibration being directly traceable to the U.S. Bureau of Standards.

The firm shall provide a letter to the Engineer at the end of each day certifying that the peak particle velocity reference values(s) have not been exceeded during that day's work. If additional time is needed to review and analyze recorded data at the firm's office, the firm shall provide said letter the next day. However, no additional construction operations shall be permitted until such certifications are provided to the County.

### **Initial Inspection Report**

Within twenty-one (21) calendar days of the Notice to Proceed, and prior to beginning the work, the approved ground vibration monitoring firm shall complete and submit an "Initial Inspection Report" (report) for review and approval by the Engineer for the existing structures previously listed.

The Contractor or the ground vibration monitoring firm shall be responsible to contact, request and coordinate any inspection and monitoring tasks with the property owners prior to, during and after completion of construction activities as listed.

The report shall include, but not be limited to, the following:

- Inspection findings from interior and exterior inspection of building(s) and property.
- A written narrative describing the buildings and property and any existing damage or deterioration detected. Specific information as to the extent of damage shall be provided including crack locations, orientation, length and width or similar such information about other existing deterioration that is observed.
- Color photographs and/or video of the existing property shall be provided and shall be at a level of detail to sufficiently depict the type, extent, and amount of existing deterioration.

### **Final Inspection Report**

Within twenty-one (21) calendar days following completion of all construction activities listed in the first paragraph of this section, the ground vibration monitoring firm shall perform a final inspection of the structures previously listed and shall submit a "Final Inspection Report documenting such inspection findings. The final inspection and report shall be performed in the same manner and to the same level of detail as the initial inspection and report. Documentation, measurements and photographs of existing defects shall be obtained and any new or additional deterioration or damage shall be documented and reported. The results/information of the final inspection shall be compared to the findings of the initial inspection and a written summary provided.

### **Final Monitoring Report**

Within twenty-one (21) calendar days following completion of all construction activities listed in the first paragraph of this section ground vibration monitoring firm shall compile all ground vibration data and information obtained during pile driving operations and submit a "Ground Vibration Monitoring Report" specific to the existing structures previously listed.

All "Final Monitoring Reports" shall be signed by the Contractor and the preparer from the firm and shall include but not be limited to the following:

- A daily ground vibration report shall be provided for each date of analysis. The daily report shall include the name of the operator, date, time period that ground vibrations were monitored, make, model and serial number of the seismograph(s) used during monitoring, peak particle velocities

and frequencies, location of seismograph(s), daily construction work performed. A copy of the daily seismograph(s) recording including the date, time and location.

- A copy of the certificate of calibration for each seismograph(s) used if different from the previously reported information.
- A report summary table shall be provided and shall list each date of monitoring, peak particle velocity and frequency recorded for that date at each monitoring location and a brief summary of the Contractor's work performed each day. The report summary shall be signed, dated and include the name of the preparer.
- A summary of any modification(s) performed by the Contractor to the demolition, procedures and/or equipment during demolition to meet the referenced values.

All reports, photos and/or video generated during the inspections shall become the property of the County after the completion of the project.

#### **201.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
VIBRATION MONITORING	LUMP SUM

Payment for the item "Clearing Site" in excess of \$100,000.00 will not be made until completion of the project.

Payment for the item "Clearing Site, Bridge" in excess of \$400,000.00 will not be made until completion of the project.

Separate payment will not be made for sawcutting, temporary shielding, temporary sheeting, nor temporary shoring related to site clearing operations but shall be included in the costs of the various items of the proposal.

The price bid for Vibration Monitoring shall include all costs for, all tasks, devices, items and all else necessary and incidental thereto to perform the Vibration Monitoring as described in these Supplemental Specifications or as directed by the Engineer.

Payment for Vibration Monitoring shall be pro-rated over the life of the contract and made in equal monthly payments.

Separate payment will not be made for the various items and tasks required to perform Ground Vibration Monitoring as specified herein, or as directed by the Engineer, including all items, devices and tasks required or needed to conduct the monitoring and to prepare and submit the various reports and or, tools, materials and equipment necessary and incidental thereto.

## SECTION 202 - EXCAVATION

### 202.03 CONSTRUCTION

#### 202.03.03 Excavating Unclassified Material

##### A. Excavating.

THE FIRST PARAGRAPH IS CHANGED TO:

Unclassified excavation consists of excavation and management of material of whatever nature encountered, including regulated material, pavement removal and acid producing soil.

### 202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE DELETED:

<i>Item</i>	<i>Pay Unit</i>
PRESPLITTING	SQUARE YARD
EXCAVATION, REGULATED MATERIAL	CUBIC YARD
SOIL SAMPLING AND ANALYSES, REGULATED	UNIT
EXCAVATION, ACID PRODUCING SOIL	CUBIC YARD
SOIL SAMPLING AND ANALYSES, ACID PRODUCING SOIL	UNIT
DISPOSAL OF ACID PRODUCING SOIL	TON
DISPOSAL OF REGULATED MATERIAL	TON
DISPOSAL OF REGULATED MATERIAL, HAZARDOUS	TON
REMOVAL OF PAVEMENT	SQUARE YARD

THE FOLLOWING IS ADDED:

Disposal of asphalt and concrete will be made to an N.J.D.E.P. approved recycling facility. The Contractor shall notify the Recycle Facility to provide the County with appropriate credit for recycling.

The Department will not make payment for presplitting, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for the excavation of regulated materials or acid-producing soils, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for soil sampling and analyses required to complete the project, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for removal of pavement, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for disposal of material of whatever nature encountered, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for sawcutting, stripping and disposal of excess, unstable or unsuitable or unusable material from Excavation, Unclassified.

The Department will not make payment for dewatering and temporary diversion of Robinson Branch of the Rahway River, but all costs shall be included in various items of the proposal.

The Department will measure Excavation, Unclassified in unstable areas by the cubic yard of material actually excavated in the work. The Department will make payment for Excavation, Unclassified as specified in this section.

## SECTION 401 - HOT MIX ASPHALT (HMA) COURSES

### 401.03.07 HMA Courses

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

#### H. Air Void Requirements.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The [HMA Core Sampling Plan form](#) provided on the [Local Aid Website](#) must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The coring locations must be designated by a station and offset, and offsets are taken from the left edge of the pavement in the direction of travel within the lane lines. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which  $PD > 15$ , the Department will assess a negative pay adjustment.

The Laboratory will use and submit to the RE [form DS8S-PD](#) provided from The Local Aid District Office and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

1. **Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results ( $X_1, X_2, \dots, X_N$ ).**

$$\bar{X} = \frac{(X_1 + X_2 + \cdots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \cdots + (X_N - \bar{X})^2}{N - 1}}$$

2. **Quality Index (Q).**

$$Q_L = \frac{(\bar{X} - 2.0)}{S}$$

$$Q_U = \frac{(8.0 - \bar{X})}{S}$$

3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD<sub>L</sub> and PD<sub>U</sub> associated with Q<sub>L</sub> and Q<sub>U</sub>, respectively. PD = PD<sub>L</sub> + PD<sub>U</sub>
4. **Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	
Reduction in Payment for Nonconformance to Air Void Requirements	
Percent Defective (PD) Per Lot	Reduction Per Lot (%)
0 < PD ≤ 15	0
15 < PD ≤ 30	0.5
30 < PD ≤ 35	2
35 < PD ≤ 40	10
40 < PD ≤ 45	15
45 < PD ≤ 50	20
50 < PD ≤ 60	30
60 < PD ≤ 75	45
PD > 75	Remove & Replace

5. **Outlier Detection.** If PD < 10, the Laboratory will not screen for outliers. If PD ≥ 10, the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.
1. The Laboratory will arrange the core results in ascending order, in which X<sub>1</sub> represents the smallest value and X<sub>N</sub> represents the largest value.

2. If  $X_N$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_N - X_{(N-1)}}{X_N - X_1}$$

3. If  $X_1$  is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For  $N = 5$  if  $R > 0.642$ , the value is judged to be statistically significant and the core is excluded.  
For  $N = 10$  if  $R > 0.412$ , the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for  $N = 5$  and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for  $N = 10$ , the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

6. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD \geq 30$  for mainline or ramp lots, or  $PD \geq 50$  for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
7. **Removal and Replacement.** If the final lot  $PD \geq 75$  (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

#### 401.03.07 I THICKNESS REQUIREMENTS

THIS SUBSECTION IS REPLACED BY THE FOLLOWING:

##### I. Thickness Requirements.

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If

thickness lot area is less than 5000 square yards, the Regional District Local Aid Office may waive the thickness requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program ([www.amrl.net](http://www.amrl.net)). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

1. **Total Thickness.** The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Laboratory will consider 25 percent defective as the acceptable quality limit. For lots where  $PD < 25$ , the Department will award a positive pay adjustment. For lots where  $PD > 25$ , the Department will assess a negative pay adjustment.

The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows:

- a. **Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results ( $X_1, X_2, \dots, X_N$ ).**

$$\bar{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N} \qquad S = \sqrt{\frac{(X_1 - \bar{X})^2 + (X_2 - \bar{X})^2 + \dots + (X_N - \bar{X})^2}{N-1}}$$

- b. **Quality Index ( $Q_L$ ).**

$Q_L = (\bar{X} - T_{des})/S$ , and  $T_{des}$  is the design thickness.

- c. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with  $Q_L$  (lower limit).
- d. **Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.03-5.

**Table 401.03.03-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness**

Percent Defective	Percent Reduction
0 to 25.0	0
25.1 to 30.0	2
30.1 to 35.0	5
35.1 to 40.0	10
40.1 to 45.0	20
Over 45.0	Remove & Replace

- e. **Removal and Replacement.** If the lot  $PD \geq 45$ , remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.

2. **Surface Course Thickness.** The Laboratory will evaluate the surface course solely to determine whether a remove-and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with  $PD \leq 30$  and will reject pavement lots with  $PD > 30$ .

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. **Sample Mean ( $\bar{X}$ ) and Standard Deviation (S) of the N Test Results ( $X_1, X_2, X_N$ ).** Calculate using the formula as specified in 401.03.03.I.1.

- b. **Quality Index (Q).**

$$Q_L = (\bar{X} - T_{all})/S, \text{ where } T_{all} \text{ is the minimum allowable thickness from Table 407.03.07}$$

<b>Table 407.03.07 Surface Course Thickness Requirements</b>	
<b>HMA Mix Design Size Designation</b>	<b>Minimum Allowable Compacted Lift Thickness (<math>T_{all}</math>)</b>
4.75 MM	0.75 inch
9.5 MM	1.00 inch
12.5 MM	1.25 inches
19 MM	2.00 inches

- c. **Percent Defective.** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with  $Q_L$  (lower limit).
- d. **Retest.** If the initial series of 5 cores produces a percent defective value of  $PD > 30$ , the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. **Removal and Replacement.** If the surface course fails to meet the acceptance requirement with a  $PD \leq 45$ , the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

REPLACE 401.03.07. J WITH THE FOLLOWING:

- J. **Ride Quality Requirements.** Ride Quality will not be measured for this project.

#### 401.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will make a payment adjustment for HMA air void quality by the following formula:

$$\text{Pay Adjustment} = Q \times \text{BP} \times \text{PPA}$$

Where:

BP = Bid Price

Q= Air Void Lot Quantity

PPA= air void PPA as specified in 401.03.03H.

The Department will make a payment adjustment for HMA thickness quality by the following formula:

$$\text{Pay Adjustment} = Q \times \text{BP} \times \text{PPA}$$

Where:

BP = Bid Price

Q= Thickness Lot Quantity

PPA= thickness PPA as specified in 401.03.03I

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.03J.

THE FOLLOWING IS DELETED FROM THE LIST OF PAY ITEMS:

<u>Item</u>	<u>Pay Unit</u>
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT

All costs for POLYMERIZED JOINT ADHESIVE shall be included in the prices bid for the various Hot Mix Asphalt items.

Pay Adjustments for Air Voids, Thickness and Ride Quality will be made according to Subsections 401.03.03.H, 401.03.3.I, and 401.03.03.J, respectively.

Disposal of asphalt will be made to an N.J.D.E.P. approved recycling facility. Prior to the start of operations, the Contractor shall notify the County of the location where the asphalt will be disposed. Disposal of the asphalt will be carried out in accordance with the Standard Specifications.

***Hot mix asphalt material for manhole, inlet and other ramping will not be measured. No separate payment will be made for this hot mix asphalt material.***

A prime coat will be applied to dense graded aggregate base prior to placement of hot mix asphalt pavement.

A tack coat will be applied to all layers of hot mix asphalt courses, prior to placement of new hot mix asphalt course. In addition, a tack coat will be applied at the edges of the new pavement between paver passes.

Separate payment will not be made for temporary hot mix asphalt pavement but the costs shall be included in the various traffic control pay items.

## **DIVISION 500 BRIDGES AND STRUCTURES**

### **SECTION 501 – SHEETING AND COFFERDAM**

#### **501.03 CONSTRUCTION**

THE FOLLOWING IS ADDED:

##### **501.03.05 Foundation Underpinning**

Foundation underpinning shall consist of underpinning adjacent building foundations if necessary. A signed and sealed plan by a New Jersey Professional Engineer shall be submitted to the Department for review prior to performing any work. Test pits may be necessary to determine the extent of underpinning that may be necessary.

#### **501.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
FOUNDATION UNDERPINNING (ALLOWANCE)	LUMP SUM

Payment for “Foundation Underpinning” will be made on a time and material basis of the actual costs in accordance with subsection 109.03 Force Account. Costs shall be applied to the allowance amount provided for in the contract bid form. Unused allowance shall not be paid to the contractor but rather they are only entitled to the cost of the actual work under this item.

Payment for test pit shall be made in accordance with Section 202

## SECTION 504 - STRUCTURAL CONCRETE

### 504.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This Section also describes the requirements for cast in place concrete footing, concrete wing wall, concrete bridge parapet with moment slab, and concrete bridge sidewalk.

This Section also describes the requirements for the application of color stain and primer to concrete structures and staining other areas as described herein and as shown on the plans.

### 504.02 MATERIALS

#### 504.02.01 Materials

THE FOLLOWING MATERIAL IS ADDED TO THE LIST

Concrete Stain .....912.01.04

THE FOLLOWING IS ADDED:

Cast-In-Place Concrete shall conform to subsection 903.03, Table 903.03.06-2.

#### 504.03.01 REINFORCEMENT STEEL

##### E. Placing and Fastening.

THE FOLLOWING IS ADDED:

Distance from the forms shall be maintained by means of metal bar chairs with plastic coated feet of the proper length.

Metal bar chairs with plastic-coated feet of the proper length shall be used to support all reinforcement steel.

Hardware for reinforcement steel in structures, epoxy coated.

Bar supports and screed supports shall be epoxy coated. Tie wires shall be plastic coated or epoxy coated.

#### 504.03.02 Constructing Concrete

##### B. Forms.

THE FOLLOWING IS ADDED:

All formwork joints shall be tight and aligned so as to produce smooth even exposed concrete surfaces without ridges, offsets, or irregularities.

All steel forms used for forming exposed surfaces of structures shall be lined with finished lumber (i.e., coated plywood or approved equal) to provide smooth even concrete surfaces. If and where the condition

of the proposed steel forms is like new (i.e., without dents, warps, holes, etc.) and will provide smooth even exposed concrete surfaces, the contractor may request in writing that the engineer waive the requirement to line steel forms with finished lumber.

### **C. Limitations of Placing.**

THE FOLLOWING IS ADDED:

**The contractor's attention is called to this subsection. This project will be constructed during winter months therefore Section 1. "Cold Weather Concreting" shall be strictly enforced. The contractor will be expected to adhere to all requirements of this section. No extra work claims will be entertained for any work described in this section.**

### **G. Removal of Forms and Falsework.**

THE FOLLOWING IS ADDED:

Do not remove forms and false work until the concrete obtains a compressive strength of 4000 psi.

THE FOLLOWING SUBPART IS ADDED:

#### **504.03.04 Concrete Staining**

Prior to staining, examine the surfaces to be stained. Bring areas requiring patching or repair to the attention of the RE.

- A. Submittals.** Submit product information and manufacturer color chip sample for approval by the Office of Landscape Architecture.
- B. Cleaning.** After the concrete areas and any patching has cured for at least 28 days, power wash all surfaces for initial preparation at a minimum pressure of 2,500 psi using a 25 degree tip and a standoff distance of 2 feet. Verify that all foreign materials, such as dirt, dust and form oil, have been removed and surfaces are clean prior to application of primer and stain. If contaminants are still present after initial preparation, vary power washing parameters or use other suitable methods to clean surfaces.
- C. Test Staining.** Complete a test staining program for porosity, adhesion, and color acceptance before staining operations on approved textural mock-ups or in place according to contract plans. Test area(s) to include both smooth and textured concrete sections. Prepare test area for initial surface preparation as described in 504.03.04.B for inspection by the RE. If the staining mock-ups are approved, they may be included as part of the final construction.

After concrete has cured, test for porosity prior to testing for adhesion or color acceptance, on both the smooth concrete section and the textured concrete section by spraying water onto the surface to be stained. Notify the RE if the water does not absorb rapidly as per manufacturers recommendations.

If the concrete passed the porosity test, apply production stain to concrete as specified in 504.03.04.D. After the manufacturer's recommended drying time of the stain, test for satisfactory adhesion of stain as described in Table 912.01.04-1.

The final stain color scheme will be approved by the Office of Landscape Architecture in the field after reviewing and approving the test stain program. Do not order final quantities of stain and primer until approved. When approved the sample area will serve as a standard of acceptance for all further work.

- D. Stain and Primer.** Apply one coat of primer and one coat of stain to smooth concrete surfaces. Apply one coat of stain, only to textured concrete surfaces.
- E. Stain Colors.** The stain color shall match the stone veneer and samples shall be submitted for review and approval by NJ State Historic Preservation Office and the County of Union.

#### **504.04 MEASUREMENT AND PAYMENT**

THE PAY ITEM CONCRETE STAINING IS DELETED AND THE FOLLOWING IS ADDED:

No separate or extra payment shall be made for cold weather concreting and Concrete Staining, but cost shall be included in concrete items.

## **SECTION 505 – PRECAST AND PRESTRESSED STRUCTURAL CONCRETE**

### **505.01 DESCRIPTION**

THE FIRST PARAGRAPH IS CHANGED TO:

This Section describes the requirements for furnishing and erecting the precast concrete bridge arch structure.

### **505.02 MATERIALS**

#### **505.02.01 Materials**

THE FOLLOWING IS ADDED:

Provide materials in accordance with the manufacturer's specifications. Unless otherwise notes, all materials shall conform to the materials list in Section 505.02.01 of the NJDOT Standard Specifications.

### **505.03 CONSTRUCTION**

#### **505.03.03 Precast Concrete Arch Structure**

##### **A. Working Drawings.**

THE FOLLOWING IS ADDED:

Submit manufacturer's product data and/or shop drawings along with manufacturer's specifications for precast concrete bridge arch.

##### **D. Erecting.**

THE FOLLOWING IS ADDED:

It is the responsibility of the contractor to ensure that a crane of the correct lifting capacity is available to handle the precast concrete units. This can be accomplished by using the weights given for the precast concrete components and by determining the lifting reach for each crane unit. Site conditions must be checked well in advance of shipping to ensure proper crane location and to avoid any lifting restrictions. The lift anchors or holes provided in each unit are the only means to be used to lift the elements. The precast concrete elements must not be supported or raised by other means than those given in the manuals and drawings without written approval from manufacturer.

The contractor must consider erecting and placing the precast concrete bridge arch without damaging any utilities. Consideration shall be given to permanent location of the utilities during erecting operations; if necessary install utilities during erecting operations and/or before backfilling.

##### **E. Joints.**

THE FOLLOWING IS ADDED:

The joint width between adjacent precast units shall not exceed 3/4 inches.

#### **505.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

<i>Item</i>	<i>Pay Unit</i>
PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED	LUMP SUM

Payment for “Precast Concrete Arch Bridge, Two Span Installed” will be made as a Lump Sum (LS), and shall include all materials, labor, and equipment necessary to perform construction layout. Payment shall include the purchase and delivery on the arch bridge, the cost of a picking crane, and any temporary shoring and temporary sheeting.

THE FOLLOWING SECTION IS ADDED:

## **SECTION 515 – NATURAL STONE VENEER**

### **515.01 DESCRIPTION**

This Section describes the requirements for procuring and installing a natural stone veneer on both faces of the proposed precast concrete bridge arch.

The finished color of pointing and stone is to be consistent throughout and shall match as close as possible the stone faces of the existing bridge as to maintain the historical aesthetic appearance of the existing Irving Street bridge over the Robinson Branch of the Rahway River.

### **515.02 MATERIALS**

#### **515.02.01 Materials**

Provide Materials as Specified:

Mortar ..... 903.08.01

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Natural Stone Veneer shall be manufactured and supplied by:

- a. Buechel Stone Corp.  
buechelstone.com  
W3639 County Hwy H  
Chilton, WI 53014  
800-236-4473
- b. Natural Facing  
naturalfacing.com  
28 E Susquehanna Ave  
Towson, MD 21286  
866-369-8952

- c. Or equivalent approved by the Engineer.

### **515.03 CONSTRUCTION**

Ensure construction is to be in accordance with the Historic Preservation Office's (HPO) requirements.

Ensure the task is in accordance with applicable environmental and safety regulations. Provide a tarp and wash water collection system below cleaning operation to prevent wash water from entering the stream or ground below. Submit details of proposed methods of containment and disposal of wash water to the RE for approval prior to beginning work.

Provide materials in accordance with the manufacturer's specifications. Unless otherwise notes, all materials shall conform to the materials list in Section 505.02.01 of the NJDOT Standard Specifications. Submit manufacturer's product data and/or shop drawings along with manufacturer's specifications for natural stone veneer. Construct natural stone veneer in accordance with manufacturer's installation guidelines.

Carefully measure all mortar components and thoroughly mix. Do not perform work when the temperature is below 35 degrees Fahrenheit.

Perform all masonry work by competent and experienced masons with demonstrated ability and expertise. Ensure work is supervised by a lead mason with a minimum of five years masonry restoration experience. Provide the RE with documentation of lead mason's experience. Perform the work in accordance with generally accepted conservation/ preservation standards as set by the National Park Service. Submit a list of similar projects in the region and a resume of the mason(s) to the RE for review and approval prior to the start of work.

Submit mortar samples on a 6' x 6' area of the structure for the RE to approve for its color, joint style, and finish. The RE will give final acceptance and approval of the sample pointing. Do not proceed with the pointing until written approval by the RE is received. The approved sample will serve as the basis for acceptance of all work.

Keep the wall wet while pointing. Protect pointed masonry from the elements and keep wet for a period of at least three (3) days. Use a wooden trowel and brush to finish joints. Satisfactorily clean the exposed masonry faces.

#### **515.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
NATURAL STONE VENEER	SQUARE FOOT

Payment for "Natural Stone Veneer" will be made per square foot (SF) of stone installed, and shall include all materials, labor, and equipment necessary to perform construction layout. Payment shall include the purchase and delivery of natural stone. Limits shall generally include both faces of the headwall as shown on Construction Plans.

THE FOLLOWING SECTION IS ADDED:

## **SECTION 516 – ARCHAEOLOGICAL MONITORING PLAN PREPARATION AND IMPLEMENTATION**

### **516.01 DESCRIPTION**

This Section describes the requirements for completing an Archaeological Monitoring Plan and implementing it during the construction of the bridge.

The New Jersey Department of Environmental Protection, Historic Preservation Office (HPO) has concluded the Irving Street Bridge (Ra-10) is individually eligible for listing on the New Jersey and National Registers of Historic Places under Criterion C as an example of uncommon bridge technology in the county. Therefore, the bridge shall be replaced in accordance with HPO requirements and shall require monitoring of any historic artifacts that may be found during the replacement of the bridge. The contractor shall hire a historian to prepare the monitoring plan, submit the plan to HPO for approval and implement the plan during construction.

### **516.02 MATERIAL**

This subsection is intentionally left blank.

### **516.03 CONSTRUCTION**

The firm preparing the monitoring plan shall also implement the plan during construction. Firms qualified to prepare and implement the monitoring plans are but not limited to the following:

1. Richard Grubb Associates  
259 Prospect Plains Road Building D  
Cranbury, NJ 08512  
609-655-0692
2. AD Marble  
2200 Renaissance Blvd  
King of Prussia, PA 19406  
484-533-2568
3. Hunter Research, Inc  
120 West State Street  
Trenton, NJ 08608  
609-695-0122

The firm chosen by the contractor shall be approved by NJ HPO prior to commencing any work on the monitoring plan.

### **516.04 MEASUREMENT AND PAYMENT**

The Department will make payment for item as follows:

<i>Item</i>	<i>Pay Unit</i>
ARCHAEOLOGICAL MONITORING PLAN PREPARATION AND IMPLEMENTATION (ALLOWANCE)	LUMP SUM

Payment for “Archaeological Monitoring Plan Preparation and Implementation” will be made on a time and material basis of the actual costs in accordance with subsection 109.03 Force Account. Costs shall be applied to the allowance amount provided for in the contract bid form. Unused allowance shall not be paid to the contractor but rather they are only entitled to the cost of the actual work under this item.

## **DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

### **SECTION 602 - DRAINAGE STRUCTURES**

#### **602.03.02 Inlet and Manhole**

THE FOLLOWING IS ADDED:

The proposed 6' diameter manhole shall be a custom-built doghouse manhole. The existing 42" x 24" brick pipe is an egg pipe. Shop drawings for the proposed doghouse manhole at this location which, which will connect to a proposed 42" reinforced concrete pipe, shall be sign and sealed by a Professional Engineer in the state of New Jersey and shall be submitted for review and approval by the Engineer and Owner.

Unless otherwise notes, all materials shall conform to the materials list in Section 602.02.01 of the NJDOT Standard Specifications.

#### **602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes**

THE FOLLOWING IS ADDED:

Existing inlet and manhole castings which are no long required shall become the property of Union County.

#### **602.03.07 Curb Pieces**

THE FOLLOWING IS ADDED:

Existing curb pieces which are no long required shall become the property of Union County.

#### **602.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
MANHOLE, 6' DIAMETER	UNIT

Payment for "Manhole, 6' Diameter" will be made per Unit (U) for each manhole installed, and shall include all materials, labor, and equipment necessary to perform construction layout. Payment shall include the construction of a custom-built doghouse manhole. Payment shall include the design of the doghouse manhole and correspondence with the Engineer and the Owner during the design and construction stages.

The Contractor shall include the cost of all removal of existing pipe, excavation, material disposal, reinforcement material (where necessary & directed by the Engineer), curing material, and all other material necessary for the construction of the proposed manholes in the cost of the various items which they are a part thereof. The unit price bid for these items shall include all work described heretofore for these items.

## SECTION 604 – GABION WALLS

### 604.01 DESCRIPTION

THE FIRST PARAGRAPH IS CHANGED TO:

This Section describes the requirements for installing gabion channel lining.

### 604.02 MATERIALS

#### 604.02 Materials

THE FOLLOWING IS ADDED:

Provide materials in accordance with the manufacturer's specifications. Unless otherwise notes, all materials shall conform to the materials list in Section 604.02 of the NJDOT Standard Specifications.

The minimum stone size shall be 4 inches. The average stone size shall be 8 inches.

### 604.03 CONSTRUCTION

THE FOLLOWING IS ADDED:

Submit manufacturer's product data and/or shop drawings along with manufacturer's specifications for gabion channel lining.

Sequence and timing of excavation, installation and removal of temporary cofferdam, dewatering activities, and placement of footing concrete shall all be considered when installing the gabion channel lining.

Non-woven geotextile filter fabric shall be installed below the gabions. The filter fabric shall extend a minimum of 1 foot past the edge of the gabion channel lining.

The excavated, naturally occurring streambed sediment shall be backfilled above the gabions to the pre-construction streambed depth.

### 604.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
GABION CHANNEL LINING	CUBIC YARD

Payment for "Gabion Channel Lining" will be made per cubic yard (U) for the total volume of gabions installed, and shall include all materials, labor, and equipment necessary to perform construction layout. Payment shall include the cost of excavation, non-woven geotextile fabric, and backfill placement of naturally occurring sediment to the pre-construction streambed depth.

## SECTION 606 - SIDEWALKS, DRIVEWAYS, AND ISLANDS

### 606.03.02 Concrete Sidewalks, Driveways, and Islands.

THE FOLLOWING IS ADDED:

The various items for Concrete Sidewalk, consists of the removal and disposal of any existing concrete, brick, or hot mix asphalt walks; excavation to the proper depth all around; setting forms as required; placing a 4" stone subbase as required; and pouring and finishing of concrete sidewalk and ramp as required at each location. After the stripping of forms, each site shall be cleaned and restored to match all adjacent conditions, including topsoil and seeding as required. The unit price given by the bidder shall include all work and restoration described hereto, for this item.

Disposal of concrete and asphalt will be made to an NJDEP approved recycling facility. The Contractor shall notify the Recycle Facility to provide the County with appropriate credit for recycling. Any brick pavers removed from the project shall be delivered to the respective Municipal Department of Public Works whence the material originated from.

New sidewalk shall meet existing sidewalk, at an existing or newly formed joint. The Contractor shall include the cost of all expansion joint materials in the unit prices.

Concrete for Concrete Sidewalks shall match existing concrete color and texture, Class B, 4500 psi, 6% air-entrained, unless otherwise specified. Tinting and exposed aggregate may be used as required. A sample of the concrete shall be submitted for review and approval by the Engineer and Owner.

Concrete sidewalks shall be constructed in 4 ft. x 4 ft. squares using approved separators. An expansion joint shall be placed at 12-foot intervals. A 4-inch layer of *¾-inch clean stone subbase* shall be placed immediately below the new concrete sidewalk. This 4-inch subbase shall be constructed in accordance with Section 301, except that payment will not be made this layer. The preparation and compaction of the subbase shall be made part of the unit price bid for the Concrete Sidewalk item.

#### E. Expansion Joints

THIS SUB-SECTION PART E IS CHANGED AS FOLLOWS:

Expansion joints shall be ½-inch wide, placed at intervals of approximately 12 feet, and shall be filled with preformed joint filler.

#### H. Protection and Curing

THE LAST SENTENCE IS CHANGED TO:

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from two (2) concrete cylinders field cured according to AASHTO T 23.

### 606.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Contractor shall include the cost of all sidewalk, driveway, apron and brick removal, excavation, material disposal, expansion joint material, reinforcement material (where necessary & directed by the Engineer), curing material, adjacent site restoration, and all other material necessary for the construction of driveway aprons and various types of sidewalk, in the cost of the various items which they are a part thereof. The unit price bid for these items shall include all work described heretofore for these items.

## **SECTION 607 - CURBS**

### **607.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

These items shall consist of the removal and disposal of various types of curb, including concrete, Belgian block, combination curb & gutter; and or hot mix asphalt concrete curb; excavation to the proper depth; setting forms as required; placing 6" stone base as required; and pouring and finishing of concrete curb and granite as required at each location, all in the process of constructing new curb. After the stripping of forms, each site will be cleaned and restored to match all adjacent conditions, including adjoining turf repair strips in accordance with Section 805.

### **607.03.02 Concrete Vertical Curb and Concrete Sloping Curb**

#### **C. Installing Joints**

The following is added to this sub-Section:

Expansion joints shall be provided opposite joints in abutting concrete surface course and at approximately equal distances of not more than **10** feet between joints. Joints shall be filled with preformed expansion joint filler, ½ inch thick, which shall be flush with the top and face. Between concrete curbs and concrete surface or base course, ½-inch, preformed, expansion-joint filler shall be installed and the joint shall be sealed with hot-poured joint sealer.

All materials and equipment necessary to complete the type of curb installation described in Section 607.03.02, where necessary, will also be included in the overall payment for this Item.

#### **D. Placing Concrete.**

THE ENTIRE TEXT IS CHANGED TO:

Place concrete for vertical curb and sloping curb as specified in 607.03.01.D, except that consolidation may be achieved by hand spading or internal mechanical vibrators.

### **607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled**

#### **D. Placing Concrete.**

THE ENTIRE TEXT IS CHANGED TO:

Place concrete for vertical and sloping curb as specified in 607.03.02.D.

### **607.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

The Contractor shall include the cost of all curb removal, concrete gutter removal, excavation, material disposal, expansion joint material, curing material, adjacent site restoration and dowels (where required) in the cost of the curbs. All curbs shall be depressed at ADA curb ramps, in accordance with the respective construction details, included in these specifications. All materials, labor & equipment necessary to complete this work shall be included in the unit price bid for the curb item. The unit price bid for this item shall include all work described heretofore.

## **SECTION 651 - WATER**

### **651.04 MEASUREMENT AND PAYMENT**

THIS SUB-SECTION IS CHANGED AS FOLLOW:

The item *Reset Water Valve Box* shall not be measured, and no separate payment will be made. All costs shall be included in the various items of the proposal.

## **SECTION 653 - GAS**

### **653.04 MEASUREMENT AND PAYMENT**

THIS SUB-SECTION IS CHANGED AS FOLLOWS:

The item *Reset Gas Valve Box* shall not be measured, and no separate payment will be made. All costs shall be included in the various items of the proposal.

## **DIVISION 900 – MATERIALS**

### **SECTION 902 - ASPHALT**

#### **902.01.01 Asphalt Binder**

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

#### **902.02.01 Mix Designations**

PART (4) IS CHANGED TO:

4. **“E”** The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

#### **902.02.03 Mix Design**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the Engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

#### **A General Acceptance Requirements.**

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

#### **902.02.04 SAMPLING AND TESTING**

THE FOLLOWING SUBSECTION IS ADDED:

- E. Acceptance of HMA.** The Department may accept the HMA as specified in 902.02.04.A through 902-02.04, E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

END TECHNICAL SPECIFICATIONS

# **APPENDIX 1**

## **NJDEP & SCD PERMITS**



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF LAND RESOURCE PROTECTION  
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420  
Telephone: (609) 777-0454 or Fax: (609) 777-3656  
www.nj.gov/dep/landuse



## PERMIT

<p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the terms, conditions, and limitations listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition, or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p>		Approval Date <b>1/21/2021</b>
		Expiration Date <b>1/20/2026</b>
<b>Permit Number(s):</b> 2013-18-0003.1 LUP200001	<b>Type of Approval(s):</b> WFD IP- Public (Waterward) WFD-IP- Public (Landward)	<b>Governing Rule(s):</b> N.J.A.C. 7:7-1.1(a)
<b>Permittee:</b> Union County Division of Engineering 2325 South Street Scotch Plains, NJ 07076		<b>Site Location: Irving Street Bridge (Bridge No. Ra-10)</b> Block(s) & Lot(s): [N/A, N/A] Municipality: Rahway City County: Union
<b>Description of Authorized Activities:</b> <p>This document authorizes the repairs of the above noted bridge consisting of installing concrete collars at each pier and both abutments, gabion basket bridge scour countermeasures, reconstruction of the bridge deck, roadway and approaches, and repointing of the structures brickwork. A cofferdam will be used during in-stream work and excavation of the stream bed will be backfilled to existing depths with naturally occurring sediment.</p>		
<b>Prepared by:</b>  Jeff Thein		<b>Received and/or Recorded by</b> <b>County Clerk:</b>
If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.		
<b>This permit is not valid unless authorizing signature appears on the last page.</b>		

## STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:7-2.1

<b>Riparian Zone Vegetation</b>	<b>Area of riparian zone (Acres)</b>
<b>Permanent Disturbed</b>	0
<b>Temporary Disturbed</b>	0.02 (837 square feet)

<b>WFD IP- Public(Waterward)</b>	<b>Permanent Disturbance (Acres)</b>	<b>Temporary Disturbance (Acres)</b>
<b>Intertidal subtidal shallows (ISS)</b>	0	0.056

## SPECIAL CONDITIONS:

1. All excavated material and dredged material shall be disposed of in a lawful manner outside of any flood hazard area riparian zone, open water, freshwater wetland and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.
2. Construction equipment shall not be stored, staged or driven within any channel, freshwater wetland or transition area, unless expressly approved by this permit and/or described on the approved plans.
3. All sediment barriers and other soil erosion control measures shall be installed prior to commencing any clearing, grading or construction onsite, and shall be maintained in proper working condition throughout the entire duration of the project.
4. The regulated activity shall not expose unset or raw cement to flowing water within any channel or regulated water during construction.
5. Construction may only be performed only under conditions where the stream area is dry or de-watered conditions. No work may be performed where the stream channel is wet.
6. De-watering of cofferdams must include properly sized temporary sediment basins or other filtering methods to reduce turbidity. The stream area to receive return water discharged from cofferdams must be encompassed by a turbidity barrier. The turbidity barrier must be located parallel to the stream banks and anchored to the shoreline to maintain free flow of the stream

center. In order to avoid obstruction of stream flows or fish passage, turbidity barriers must not be placed across the entire stream channel.

**IN-WATER TIMING RESTRICTION:**

1. No in-water work is permitted from March 1 to July 31 to protect fish species.

**SPECIAL STATE HISTORIC PRESERVATION CONDITIONS:**

1. No project ground disturbing activities will commence on the project site until the permittee completes the required to identification of historic resources, evaluate, avoid, and/or mitigate project impacts on archaeological and architectural resources.

**Architectural Permit Conditions:**

2. The permittee shall conduct a mortar analysis to determine the composition of the existing mortar. The existing mortar composition shall be used for repointing and in areas where salvaged and new stone or brick is installed. The permittee shall ensure that the mortar color, mortar texture, mortar joint profile, mortar joint width, and quality of workmanship is compatible with the existing. The results of the analysis shall be provided to the Historic Preservation Office and the project plans and specifications shall be updated to include the use of the historic mortar composition.
3. The permittee shall ensure that all stone and brick repairs are in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties - Rehabilitation. The permittee shall salvage stone and brick to the greatest extent possible for reinstallation on the bridge. If sufficient stone is not available to accomplish this, stone which replicates the texture, pattern, color, and size shall be obtained from an alternate source. A test panel no less than 4' by 4' in size, of the new stone and/or brick work shall be prepared and for review and approval by the Historic Preservation Office. If the panel is rejected, a new panel shall be constructed, and so on, until approval is received. The project plans and specifications shall be updated to include the requirements as outlined in this condition.
4. The permittee shall repair the existing concrete parapets in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties – Rehabilitation. In areas requiring spall repairs, removal of concrete shall be minimal to retain as much historic fabric as possible and the method shall be the gentlest means possible. New concrete patches shall match the existing concrete in both composition and color. The project plans and specifications shall be updated to include the methods and materials that shall be used for the spall repairs. If it is determined that the parapets are not repairable, further consultation with the Division of Land Use Regulation and the Historic Preservation Office is required.
5. The permittee shall utilize a standard mix concrete with no color additive such as, but not limited to, a white color additive, for all new concrete used in construction including, but not limited to, curbs, and sidewalks. The project plans and specifications shall be updated to include this condition where applicable.
6. The permittee shall revise the project plans, specifications, and other appropriate contract documents that ensure the proposed project is in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties - Rehabilitation incorporating the previous conditions that shall be

submitted to the Division of Land Use Regulation and the Historic Preservation Office for review and approval prior to the construction bidding process.

7. If the rehabilitation of the Union County Bridge Ra-10 cannot be designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties – Rehabilitation and comply with the Division of Land Use Regulation Rules, the permittee shall continue consultation with the Division of Land Use Regulation and the Historic Preservation Office to develop appropriate mitigation to resolve the adverse effect.

**Archeology Permit Conditions:**

8. Archaeological monitoring shall be undertaken during the rehabilitation of the construction of the Union County Bridge Ra-10. Prior to construction, an archaeological monitoring plan shall be submitted to the Historic Preservation Office for review and approval. Construction shall not commence until the Permittee has received approval of the archaeological monitoring plan.

At a minimum, an archaeological monitoring plan shall include the following:

- a. Project summary
- b. A discussion of the location(s) requiring archaeological monitoring, a description of the archaeological methods and techniques to be employed, and project conditions requiring the presence of the archaeological monitor.
- c. An outline of the responsibilities of all parties with respect to the archaeological monitoring, including:
  - i. Full contact information for the archaeologist.
  - ii. Specification of the number of days prior to project implementation that the archaeologist will be notified that the project is about to proceed.
  - iii. A chain of command identifying the individual(s), such as the project site officials and archaeological consultant, with the authority to require work cessations in areas where archaeological deposits are encountered.
  - iv. The duration of work cessations.
  - v. This section shall specifically address how the applicant and the cultural resources consultant will interact, as well as who is responsible for what aspect of monitoring.
- d. A discussion of the report format, report outline, types of graphics, photographs and appendices to be submitted to the Historic Preservation Office for review and comment. The monitoring plan shall specify the time frame in which the monitoring report shall be submitted to the HPO for review and comment after the completion of the monitoring program.
- e. A provision for the individual(s) conducting the work to meet the Secretary of the Interior's Professional Qualifications Standards for archaeology (48 FR 44738-9).

- f. The archaeological monitoring plan shall be in keeping with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, September 29, 1983.
  - g. The applicant shall ensure that the archaeological monitoring plan is referenced in all project plans, documents, and specifications.
9. Union County shall implement the HPO approved archaeological monitoring plan as part of the replacement of the Union County Bridge Ra-10. The archaeological monitoring plan shall be referenced in all project documents and plans. All archaeological work shall be conducted in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.
10. All archaeological reporting and survey shall conform to the Requirements for Archaeological Survey Reports – Standards for Report Sufficiency at N.J.A.C. 7:4-8.5. 13. The individual(s) conducting all phases of archaeological survey and reporting shall meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology (48 FR 44738-9).
11. Union County shall provide quarterly updates regarding the project status and completion of the HPO's conditions upon issuance of the permit.

**STANDARD CONDITIONS:**

- 1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
- 2. The issuance of a permit does not convey any property rights or any exclusive privilege.
- 3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
- 4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
- 5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
- 6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
- 7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Division of Land Resource Protection by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense

to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:

- i. A description of the noncompliance and its cause;
  - ii. The period of noncompliance, including exact dates and times;
  - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
  - iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
  9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
  10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
  11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
  12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
  13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
    - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
    - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
    - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
  14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
  15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.

16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
23. A permit can be modified, suspended, or terminated by the Department for cause.
24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Resource Protection at the address listed on page one of this permit.

### **APPROVED PLANS:**

The drawings hereby approved consist of seven (7) sheets prepared by Remington & Vernick Engineers, dated May 2016, unrevised, unless otherwise noted, and entitled:

“UNION COUNTY, REHABILITATION OF IRVING STREET BRIDGE, RA-10, CITY OF RAHWAY, UNION COUNTY, NEW JERSEY”,

“CONSTRUCTION PLAN”, sheet 5 of 13,  
“ENVIRONMENTAL & SOIL EROSION & SEDIMENT CONTROL PLAN”, sheet 6 of 13,  
“PROFILE”, sheet 7 of 13,  
“CROSS SECTIONS”, sheet 8 of 13,  
“GENERAL PLAN & ELEVATION”, sheet 9 of 13,  
“SCOUR COUNTERMEASURES PLAN”, sheet 11 of 13,  
“SCOUR COUNTERMEASURES PROFILE”, sheet 12 of 13.

### **APPEAL OF DECISION:**

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at [www.nj.gov/dep/bulletin](http://www.nj.gov/dep/bulletin)). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at [www.nj.gov/dep/landuse/forms.html](http://www.nj.gov/dep/landuse/forms.html)). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Resource Protection at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see [www.nj.gov/dep/odr](http://www.nj.gov/dep/odr) for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Resource Protection’s Technical Support Call Center at (609) 777-0454.

Approved By:

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Suzanne Biggins, Supervisor  
Division of Land Resource Protection

c: Municipal Clerk, Rahway City  
Municipal Construction Official, Rahway City  
Agent (original) – Frank Seney ([Frank.Seney@rve.com](mailto:Frank.Seney@rve.com)), Remington & Vernick Engineers, 51 Haddonfield Road, Cherry Hill, NJ 08002



## SOMERSET - UNION SOIL CONSERVATION DISTRICT

Somerset County 4-H Center  
308 Milltown Road • Bridgewater, NJ 08807  
(908) 526-2701 Fax (908) 575-3977

May 2, 2023

Union County Engineering  
Ricardo Matias  
2325 South Avenue  
Scotch Plains, NJ 07076

**RE: Replacement of Irving Street Bridge (RA-10)**  
**(plan signed and sealed 4/10/23)**  
**Block n/a, Lot n/a**  
**City of Rahway**  
**Application #2023-5912**

Dear Sir or Madam:

The Somerset-Union Soil Conservation District has reviewed the above erosion control plan and certifies that the plan is in accordance with the N.J. Erosion and Sediment Control Act, Chapter 251, P.L. 1975.

This approval is limited to the soil erosion and sedimentation controls specified in this plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency.

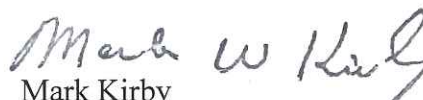
All revisions and municipal renewals of this project will require resubmission and approval by the District. Any conveyance of the project (or portion thereof) will transfer full responsibility for compliance to subsequent owner(s). The District must be notified in writing of any change of ownership.

The District requires written notification prior to the start of land disturbance. Please be advised that failure to do so is considered a violation of State Law and a fine will be imposed.

If there are any questions, please feel free to call our office.

Very truly yours,

**SOMERSET-UNION S.C.D.**

  
Mark Kirby  
District Supervisor

MK/FC/JK J:\Access\MASTERS\CertLet-35-SU.doc

Enclosure

cc: City of Rahway Const. Off.  
Mun. Planning Board  
Mun. Engineer  
Remington & Vernick Engineers



SOMERSET - UNION SOIL CONSERVATION DISTRICT  
308 Milltown Road • Bridgewater, NJ 08807  
(908) 526-2701 • Fax (908) 575-3977

**72 HOUR START OF LAND DISTURBANCE**

APPLICATION NO. 2023-5912

PROJECT NAME \_\_\_\_\_

PROJECT ADDRESS \_\_\_\_\_

AGENT RESPONSIBLE \_\_\_\_\_ AGENT TEL. \_\_\_\_\_

AGENT ADDRESS \_\_\_\_\_

JOB SUPER (ON SITE) \_\_\_\_\_ COMPANY NAME \_\_\_\_\_

SUPER ADDRESS \_\_\_\_\_

OFFICE OR TRAILER # \_\_\_\_\_ CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ ANTICIPATED STARTING DATE \_\_\_\_\_

**REMINDER: IT IS THE RESPONSIBILITY OF THE AGENT TO NOTIFY THE DISTRICT OF ANY CHANGES IN ON-SITE CONTACTS**

# **APPENDIX 2**

## **SOIL BORINGS**

## SOIL BORING LOG

<b>Equipment:</b> Mobile B-57	<b>Inspector:</b> Chris Gilbert	<b>Time</b> During
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[illegible]

## SOIL BORING LOG

<b>Equipment:</b> Mobile B-57	<b>Inspector:</b> Chris Gilbert	<b>Time</b> During
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[illegible]

# **APPENDIX 3**

## **State Funded Project Attachments**

## STATE FUNDED PROJECT ATTACHMENT 1

### SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- B. Policy.** It is the policy of the Department that small businesses, as defined in N.J.A.C. 17:13-1.2 et seq. comprising a Small Business Enterprise (SBE) shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.
- C. Definitions**
- 1. Small Business Enterprise.** A business which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:13-2.1 and satisfies any additional eligibility standards under this chapter.
- Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:
- Small business with gross revenues that do not exceed \$3 million.
  - Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
  - Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.
- The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.
- Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:
- 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
  - 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
  - The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
    - Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
    - Consultants employed under contracts for which the business wants to be eligible as a small business.
- 2. Commercially Useful Function (CUF).** A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and

quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.

3. **Transaction expeditor (broker).** A SBE who arranges or expedites transactions and who arranges for material drop shipments.
4. **SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
5. **SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
6. **Good faith effort (GFE).** Efforts to achieve a SBE goal or other requirement of N.J.A.C. 17:13 et seq. which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.

**D. Compliance.** The Contractor is responsible for compliance as specified in Section 105.

**E Contractor SBE Goal Obligations.** Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.

1. Post Award Obligations

- a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
- b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: [https://www20.state.nj.us/TYTR\\_SAVI/vendorSearch.jsp](https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp)

2. Affirmative Action After Award of the Contract

- a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
  - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
  - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
  - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- b. **Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which

firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.

- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
  - (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- c. Meeting Contract SBE Goal.** Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. Termination, Substitution or Replacement of SBEs.** Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution, or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer, or trucker, submit a Revised CR-266 – Schedule of DBE/ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution, or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per Section 108.
- e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.
- F. SBE Goals for this Contract.** This Contract includes a goal of awarding 0 percentage of the Total Contract Price to subcontractors qualifying as SBEs.

**NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.**

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to

meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

**G. Counting SBE Participation.**

1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
2. The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
3. The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.
6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is an SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

**H. Commercially Useful Function**

1. **Performance of Work.** The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.
3. **Responsibility of Work.** A SBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
4. **Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long-term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the SBE firm or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any

other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

5. **Lease of Equipment.** A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll if it is the generally accepted industry practice, but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
6. **SBE Trucking.** SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured, and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval, and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **SBE Regular Dealers.** SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
8. **SBE Manufacturers.** SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.
9. The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.

**I. Good Faith Effort.** To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:

1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices, or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.

Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor

2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.
4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor

of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

#### **J. Submission of Affirmative Action Program**

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Executive or EEO Officer.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Executive and the EEO Officer.
4. Copy of the company's Sexual Harassment Policy on company letterhead.
5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

**K. SBE Liaison Officer.** Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract and ensuring that the Contractor complies with all provisions of the SBE Program.

**L. Consent by Department to Subletting.** The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

**M. Conciliation.** In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

#### **N. Documentation**

1. **Requiring of Information.** The Department or the State funding agencies may at any time require information as specified in Subsection 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor, or subcontractor with the terms of the Contract.
2. **Record and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
  - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
  - b. Work, services, and materials which are not performed or supplied by the Contractor.
  - c. The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
  - d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
  - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
  - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
  - g. Monthly CR-267 – Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
  - h. Documentation outlining EEO workforce information for the Contract.
  - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
3. **Submission of Reports, Forms and Documentation.** Submit reports, forms, and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports, or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- O. **Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers, and manufacturers is made in accordance with Section 109.
- P. **Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules, and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

## STATE FUNDED PROJECT ATTACHMENT 2

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

- A. General.** It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Department's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department's contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at [http://careerconnections.nj.gov/careerconnections/for\\_businesses.shtml](http://careerconnections.nj.gov/careerconnections/for_businesses.shtml)
2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "Law Against Discrimination", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor will cooperate with the State agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include the following mandatory equal employment opportunity language in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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

1. 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. 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, veteran's status, 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.

2. 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.
3. 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.
4. 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.
5. 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 NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, 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 sub-contractor 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 NJ Department of Labor and Workforce Development, 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 non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
    - i. The Contractor or subcontractor shall interview the referred minority or women worker.
    - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the NJ Department of Labor and Workforce Development, 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 6(i) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, 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.

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.

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- B. Equal Employment Opportunity Policy.** The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons 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 and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it 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 and that it will take Affirmative Action to ensure that applicants are recruited and employed 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 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."

- C. Equal Employment Opportunity Officer.** Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

**D. Dissemination of Policy.**

- 1. Implementation.** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. **Initial Project Site Meeting.** Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
  - b. **EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees, and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.
    - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
    - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

#### **E. Recruitment**

1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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, veteran's status, disability, nationality, or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. Through their EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
4. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section I Unions" of this "State Of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects" Attachment.

- F. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veterans' status, disability, nationality, or sex. The following procedures shall be followed:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
2. Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
3. Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

**G. Training and Promotions.**

1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.

**H. Unions.** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use their good faith efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor's association acting, as agent will include the procedures set forth below:

1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
2. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

- I. Subcontracting.** The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

**J. Records and Reports**

1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
  - a. The work hours of minority and non-minority group members and women employed in each work classification on the project;
  - b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  - d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
2. All such records must be retained for a period of five (5) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
3. Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

## STATE FUNDED PROJECT ATTACHMENT 3

### REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

- A. Minority and Women Employment Goal Obligations.** The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

<b>Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects</b>		
County	Minority % Participation Percent	Women % Participation Percent
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals.** Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
  2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
  3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
  4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- D.** Comply with the other requirements of these EEO Special Provisions.
- E. Reporting Requirements.**
1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
    - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with

N.J.A.C. 17:27-7. Also, submit the information within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasury's website at:

[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa202.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202.pdf).

Instructions for completing the form can be found online at:  
[https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf).

- b. Monthly, complete and submit an AA 202 - Monthly Project Workforce Report – Construction form for the duration of the Contract. This form may be completed:
  - (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
  - (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application. Information about how to register and access the Premier Business Services web application can be found at: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/PBS-Introduction-Page.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/PBS-Introduction-Page.pdf). Follow all instructions to set up online access to the web application.
  - (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.
2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: <https://www.nj.gov/transportation/business/civilrights/pdf/CC257R.pdf>.
  - a. On a monthly basis, submit Form CC-257R through the web-based application within 10 days following the end of each reporting month.
  - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month.
  - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

## STATE FUNDED PROJECT ATTACHMENT 4

### INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

The Contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications:

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. and Executive Order 11246, it shall take the following actions:

- A. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- B. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
  - 1. Investigatory activities and findings.
  - 2. Dates and parties involved and activities involved in resolving the complaint.
  - 3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
  - 4. A signed copy of resolution of complaint by complainant and Contractor.

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

## STATE FUNDED PROJECT ATTACHMENT 5

### PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- A. Payroll Reports.** Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
1. Each employee's full name and address of each such employee.
  2. The ethnicity and gender of each employee.
  3. Each employee's specific work classification (s).
  4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
  5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  6. Each employee's gross wage.
  7. The itemized deductions made.
  8. The net wages paid.
- B. Statement of Wages.** Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- D. Lack of Compliance.** Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.

## **STATE FUNDED PROJECT ATTACHMENT 6**

### **AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS**

#### **Equal Opportunity for Individuals with Disabilities.**

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that 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 STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, 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 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 STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE 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 STATE 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 STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE 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 STATE pursuant to this paragraph.

It is further agreed and understood that the STATE 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 STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

# **APPENDIX 4**

## **Contractor Pre-Qualification Requirements**

NJAC 16:20A-6.2 stipulates that Bidders must be pre-qualified for projects that exceed in contract value of more than \$5,000,000 if the project is funded, in whole or in part, by the New Jersey Department of Transportation. A bid received from a bidder who is not pre-qualified and whose bid exceeds the contract value of more than \$5,000,000 if the project is funded, in whole or in part, by the New Jersey Department of Transportation, will be rejected. The Bidder Shall meet the New Jersey Department of Transportation Contractor Class Code of #4 Bridge in order to submit a bid for the construction contract.



# COUNTY OF UNION BOARD OF COUNTY COMMISSIONERS IRVING STREET OVER ROBINSONS BRANCH OF THE RAHWAY RIVER BRIDGE REPLACEMENT PROJECT (Ra-10)

MAY 2024

CITY OF RAHWAY, UNION COUNTY

## LIST OF UTILITIES AND EMERGENCY CONTACT INFORMATION

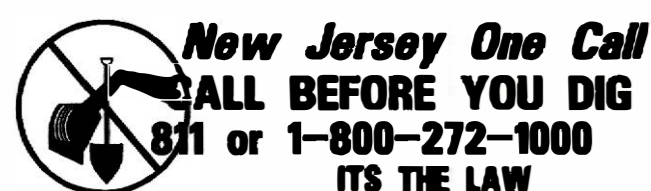
<b>STORM WATER:</b>	<b>RAHWAY CITY DEPARTMENT OF PUBLIC WORKS</b> MILE SMALLING, CPWM, CRP, DIRECTOR/SUPERINTENDENT 999 HART STREET RAHWAY, NJ 07065 MSMALLING@CITYOFRAHWAY.COM
<b>SEWER:</b>	<b>RAHWAY CITY SEWERAGE AUTHORITY (RVSA)</b> JOHN BUONOCORE, ASSISTANT DIRECTOR 1050 EAST HAZELWOOD AVENUE RAHWAY, NJ 07065 732-388-0868 EXT. 231 JBUONOCORE@RAHWAYVALLEYSA.COM
<b>WATER:</b>	<b>VEOLIA</b> MICHAEL WILSON, ASSISTANT PROJECT MANAGER 1045 WESTFIELD AVENUE RAHWAY, NJ 07065 732-388-0086 908-448-1208 MICHAEL.R.WILSON@VEOLIA.COM
<b>ELECTRIC:</b>	<b>PSEG - ELECTRIC DISTRIBUTION</b> ROBERT BUCHANAN, LARGE NEW BUSINESS SUPERVISOR 472 WESTON CANAL ROAD SOMERSET, NJ 08873 732-764-3160 ROBERT.BUCHANAN@PSEG.COM
<b>CABLE:</b>	<b>COMCAST CABLE VISION OF NEW JERSEY</b> BOB KNOEPFEL 800 RAHWAY AVENUE UNION CITY, NJ 07083
<b>GAS:</b>	<b>ELIZABETHTOWN GAS</b> GREGORY J. BALINT, PROJECT ENGINEER 520 GREEN LANE UNION, NJ 07083 732-713-2581 GBALINT@SJINDUSTRIES.COM
<b>TELEPHONE:</b>	<b>VERIZON</b> THOMAS GRABOWSKI, SENIOR ENGINEER 657 FLORIDA GROVE ROAD HOPELAWN, NJ 08861 732-874-6187 THOMAS.J.GRABOWSKI@VERIZON.COM

## DESIGN TRAFFIC DATA - IRVING STREET

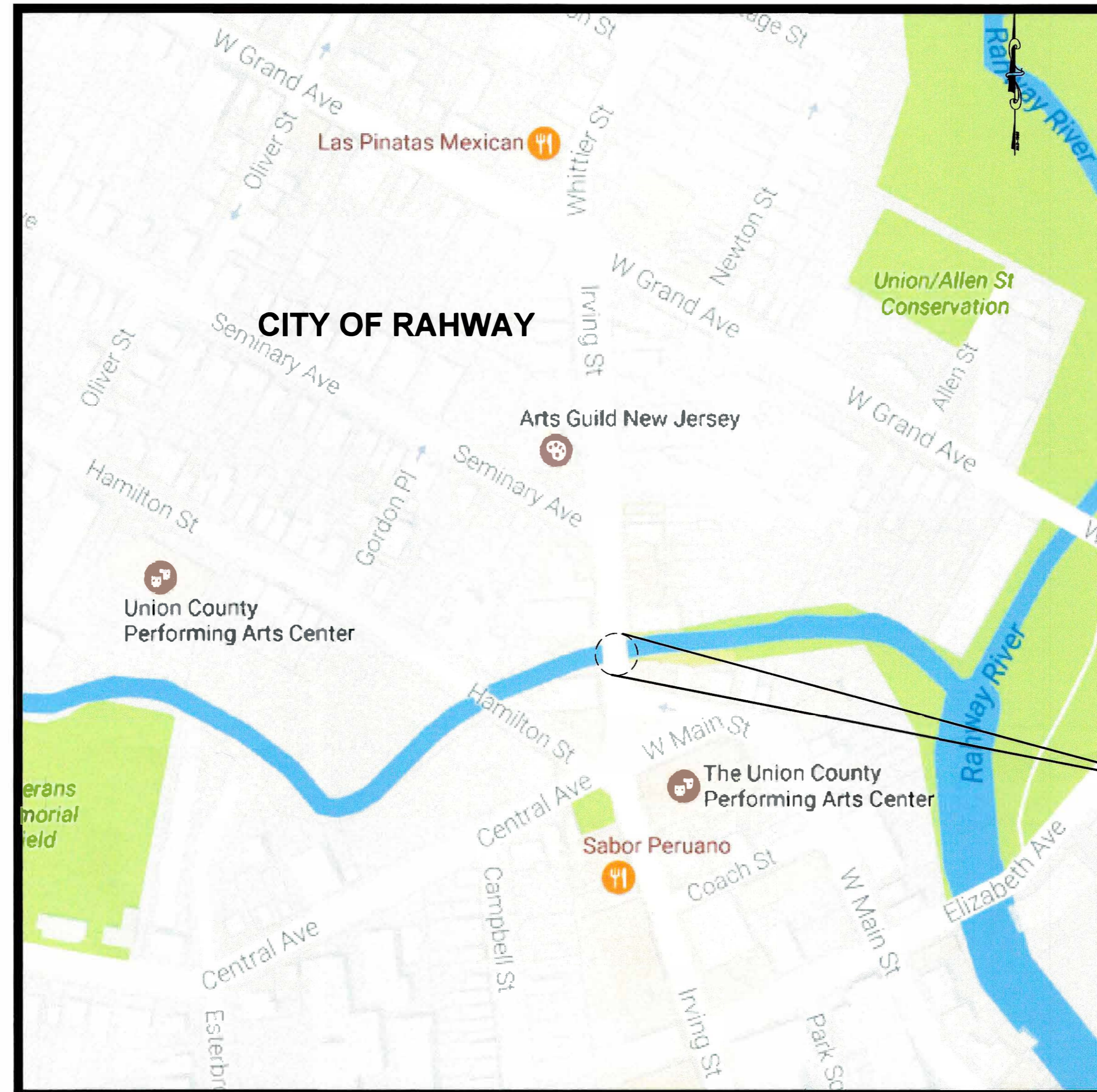
A.D.T. (2014) - 2 WAY	15,000
A.D.T. (2034) - 2 WAY	18,000

## FUNDING SOURCE:

NJDOT



IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT NJ ONE CALL PRIOR TO THE START OF CONSTRUCTION. CALL FOR MARKOUTS THREE (3) FULL BUSINESS DAYS IN ADVANCE AND BEGIN EXCAVATION WITHIN 10 DAYS. ALL CONTRACTORS ON-SITE MUST HAVE THEIR OWN MARKOUT.



## PROJECT LOCATION MAP

LONGITUDE: 74° 38' 42" W, LATITUDE: 40° 11' 01" N  
LENGTH OF PROJECT = 100 FEET

DESIGN SPEED = 25 MPH

2019 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION TO GOVERN.

STANDARD ROADWAY CONSTRUCTION-TRAFFIC CONTROL-BRIDGE CONSTRUCTION DETAILS BOOKLET (2016) AND STANDARD ELECTRICAL DETAILS BOOKLET, (2007) ARE APPLICABLE TO THIS PROJECT EXCEPT FOR THOSE DETAILS CONTAINED HEREIN.

## APPLICATION FOR PROJECT AUTHORIZATION UNDER THE NEW JERSEY REGISTER OF HISTORIC PLACES ACT

## SHEET INDEX

SHEET #	DESCRIPTION
1	TITLE SHEET
2	LEGEND
3	ESTIMATE OF QUANTITIES, GENERAL NOTES & SECTIONS
4	EXISTING CONDITIONS PLAN
5	CONSTRUCTION PLAN
6	SOIL EROSION & SEDIMENT CONTROL PLAN
7	SOIL EROSION & SEDIMENT CONTROL NOTES & DETAILS
8	PROFILE
9	CROSS SECTIONS
10	GENERAL PLAN & ELEVATION
11	SCOUR COUNTERMEASURE PLAN
12	SCOUR COUNTERMEASURE PROFILE
13	REMOVAL LIMITS
14	FOOTING & SECTION PLAN
15	FOOTING REINFORCEMENT PLAN
16	WINGWALL & MOMENT SLAB DETAILS
17	ARCH BRIDGE DETAILS
18	CONSTRUCTION DETAILS
19 - 20	TRAFFIC DETOUR PLAN
21	EXISTING BRIDGE PLAN (INFORMATION PURPOSES ONLY)

PROJECT SITE: IRVING STREET BRIDGE

## UNION COUNTY BOARD OF COUNTY COMMISSIONERS

KIMBERLY PALMIERI-MOULDED, CHAIRWOMAN  
LOURDES M. LEON, VICE CHAIRWOMAN  
JAMES E. BAKER, JR.  
JOSEPH BODEK  
MICHELE S. DELISFORT  
SERGIO GRANADOS  
BETTE JANE KOWALSKI  
ALEXANDER MIRABELLA  
REBECCA WILLIAMS

## APPROVALS

RECOMMENDED FOR APPROVAL BY	<i>Dexter</i> DANIEL C. LEE, P.E., C.M.E., RAHWAY CITY ENGINEER	4/17/25 DATE
APPROVED BY	<i>R. Lee</i> RAYMOND A. DIACORRE, RAHWAY CITY MAYOR	4/18/23 DATE
RECOMMENDED FOR APPROVAL BY	<i>Ricardo Matias</i> RICARDO MATIAS, P.E., C.M.E., C.F.M., COUNTY ENGINEER	4/25/23 DATE
APPROVED BY	<i>Edward T. Oatman</i> EDWARD T. OATMAN, COUNTY MANAGER	5/1/23 DATE

**RVE**

1901

**REMINGTON  
& VERNICK  
ENGINEERS**

ONE HARMON PLAZA, SUITE 600  
SECAUCUS, NJ 07094  
(201) 624-2137, FAX (201) 624-2136  
WEB ADDRESS: RVE.COM

Certification of Authorization: 24 GA 28063300  
Excellence • Innovation • Service

DATE: 5/14/2024

**FRANK J. SENEY JR.**  
NJ PROFESSIONAL ENGINEER LIC. No. 35321

PLANS WHICH DO NOT BEAR  
AN EMBOSSED SEAL ARE NOT VALID

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TITLE SHEET

UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10

UNION COUNTY  
CITY OF RAHWAY  
NEW JERSEY

DESIGNED BY	CHECKED BY	SCALE
CFC	DMS	F.S.
DATE:	JUNE 2022	SHEET No.:
JOB No.:	2000F003	1 of 21







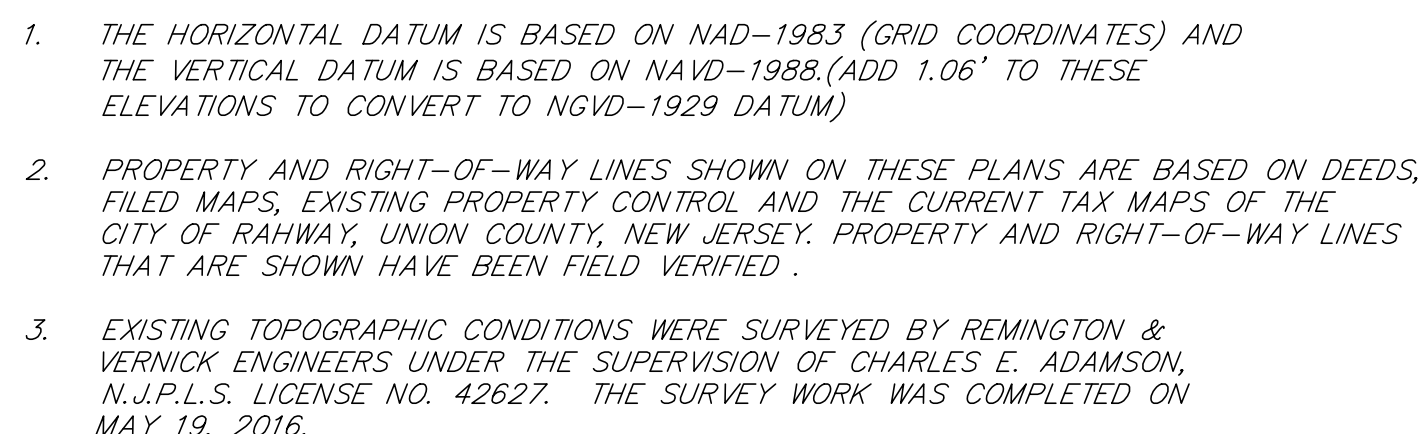
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EXISTING CONDITIONS PLAN

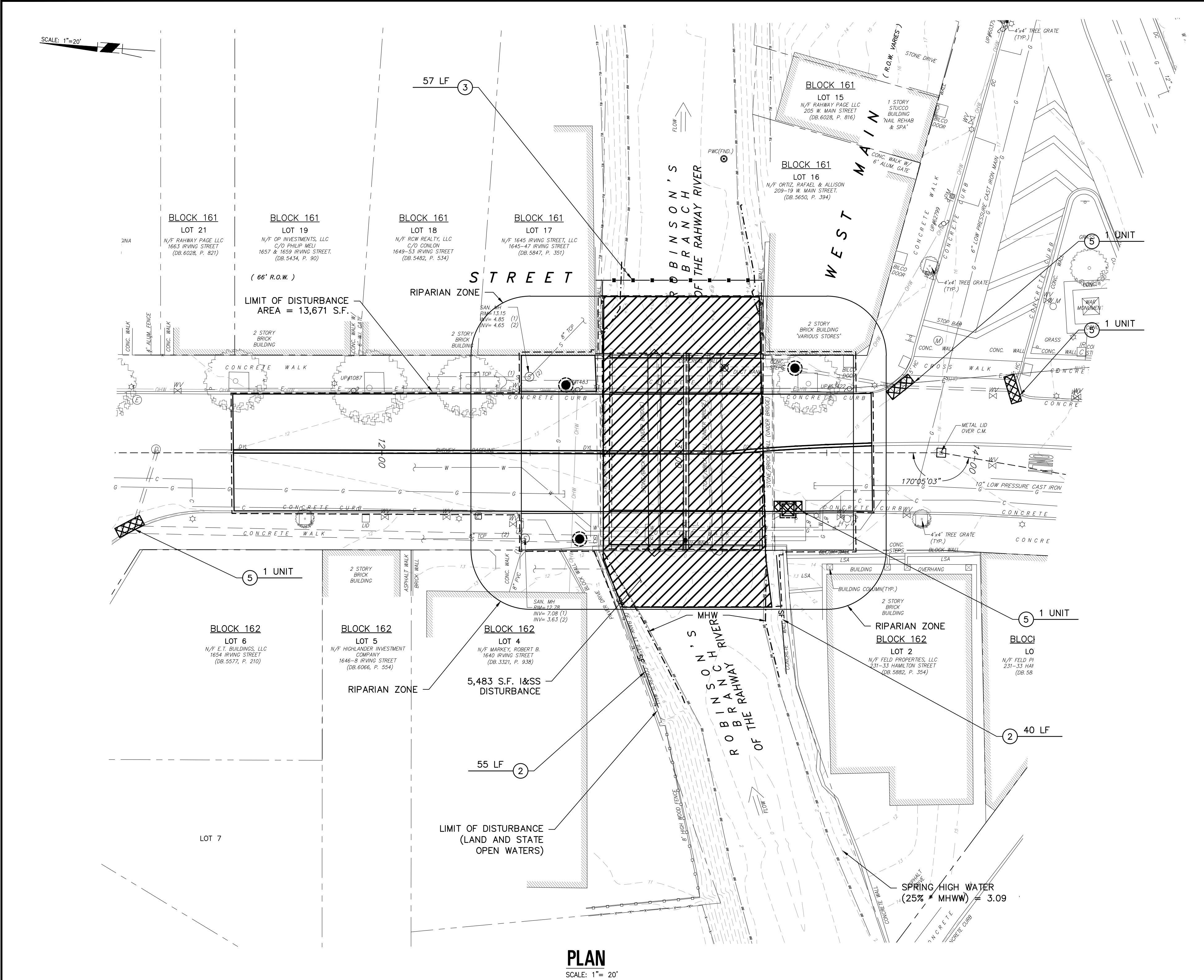
UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10  
CITY OF RAHWAY  
UNION COUNTY  
NEW JERSEY

Transportation Bridges/Union County/2000F003 - Irving Street Bridge/CAD/C-2000F003-01.dwg 1/13/2024 8:19:01 AM



**PLAN**  
SCALE: 1" = 20'





### PLAN KEY AND LEGEND

- SF — SILT FENCE
- ■ — FLOATING TURBIDITY BARRIER, TYPE 2
- ▨ INLET FILTER TYPE 2, 2' x 4'
- I & SS INTERTIDAL AND SUBTIDAL SHALLOWS
- ▨ INTERTIDAL AND SUBTIDAL SHALLOW DISTURBANCE
- - - - - MEAN HIGH WATER (MHW)

TO BE CONSTRUCTED			
PAY ITEM NO.	DESCRIPTION	UNITS	PLAN QUANTITY
2	SILT FENCE	L.F.	95
3	FLOATING TURBIDITY BARRIER, TYPE 2	L.F.	57
4	SEDIMENT CONTROL BAG	S.F.	450

REGULATORY PERMIT TABLE					
PERMIT NUMBER	APPROVAL TYPES	ISSUING AUTHORITY	APPROVAL DATE	EXPIRATION DATE	COMMENTS
2013-18-0003.1 LUP220001	WFD IP-PUBLIC (WATERWARD) WFD IP-PUBLIC (LANDWARD) WATER QUALITY CERTIFICATE	NJDEP	3/8/2023	3/8/2028	SEE APPENDIX 1 IN CONTRACT SPECIFICATIONS FOR CONDITIONS
2023-5912	SOIL EROSION AND SEDIMENT CONTROL	SOMERSET-UNION SCD	5/2/2023	5/2/2028	SEE APPENDIX 1 IN CONTRACT SPECIFICATIONS FOR CONDITIONS

### ENVIRONMENTAL NOTES AND COMMITMENTS

- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND/OR AREA IS STABILIZED.
- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH THE UNION COUNTY SOIL EROSION AND SEDIMENT CONTROL STANDARDS.
- ALL CONSTRUCTION SOIL DISTURBANCES, WHERE SOIL IS SUBJECT TO MOVEMENT OUTSIDE OF THE PROJECT LIMITS, WILL REQUIRE SILT FENCING AROUND THE TEMPORARY CONSTRUCTION DISTURBANCES.
- ALL TERMS AND CONDITIONS OF THE NJDEP ENVIRONMENTAL PERMITS SHALL BE ADHERED TO. NO CHANGES IN THE CONDITIONS, PLANS, OR SPECIFICATIONS SHALL BE MADE EXCEPT WITH THE PRIOR WRITTEN PERMISSION OF THE NJDEP.
- A COPY OF THE NJDEP PERMIT SHALL BE KEPT AT THE WORK SITE AND SHALL BE EXHIBITED UPON REQUEST OF ANY PERSON.
- AREAS OF TEMPORARY DISTURBANCE SHALL BE RESTORED TO ORIGINAL GRADE AND SHALL BE REPLANTED WITH APPROPRIATE VEGETATION UPON COMPLETION OF CONSTRUCTION AS DIRECTED BY THE ENGINEER.
- ALL SOIL WASHED, DROPPED, SPILLED, OR TRACKED OUTSIDE OF THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHT-OF-WAY, WILL BE REMOVED IMMEDIATELY. PAVED ROADS AND DRIVEWAYS MUST BE KEPT CLEAN AT ALL TIMES.
- CONTRACTOR IS RESPONSIBLE FOR ANY EROSION OR SEDIMENTATION THAT MAY OCCUR BELOW STORM WATER OUTFALLS OR OFF-SITE AS A RESULT OF CONSTRUCTION OF THE PROJECT.
- CONTRACTOR IS RESPONSIBLE TO VISIT THE SENSITIVE AREAS PERIODICALLY AND TO INSURE THE EROSION CONTROLS ARE FUNCTIONING PROPERLY AND INTRODUCE ADDITIONAL CONTROL IF IT IS NECESSARY. ALSO, ANY ADDITIONAL EROSION AND SEDIMENTATION THAT OCCURS WITHIN THE PROJECT SITE NEEDS TO BE PROPERLY ADDRESSED.
- DUST/DIRT CONTROL: EMPLOY CONSTRUCTION METHODS THAT MINIMIZE AIRBORNE DUST. APPLY WATER OR OTHER APPROVED MATERIALS TO UNPAVED AREAS TO CONTROL DUST CAUSED BY HAULING OR OTHER CONSTRUCTION OPERATIONS.
- ACID PRODUCING SOIL IS TO BE TREATED ACCORDING TO THE NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL AND AS SPECIFIED IN 202.03.05 OF THE SPECIFICATIONS. ENSURE THE CLEANING OF EQUIPMENT USED TO MOVE THE ACID-PRODUCING SOIL IS CONDUCTED AT A MINIMUM OF 50 FEET FROM THE WATER BODY, WETLAND, OR OTHER ENVIRONMENTAL SENSITIVE AREA.
- ENSURE ALL VEGETATION OUTSIDE LIMITS OF DISTURBANCE IS PRESERVED. STORE PESTICIDES, FERTILIZERS, FUELS, LUBRICANTS, PETROLEUM PRODUCTS, ANTIFREEZE, PAINTS AND PAINT THINNERS, CLEANING SOLVENTS AND ACIDS, DETERGENTS, CHEMICAL ADDITIVES, AND CONCRETE CURING COMPOUNDS IN CONTAINERS IN A DRY, COVERED AREAS.
- THE TOTAL AMOUNT OF THE VARIOUS LAND DISTURBANCE AREAS, ASSOCIATED WITH THIS AUTHORIZATION, SHALL NOT EXCEED 0.188 ACRES (8,188 SQUARE FEET).
- THE TOTAL AMOUNT OF INTERTIDAL AND SUBTIDAL SHALLOW DISTURBANCE, ASSOCIATED WITH THIS AUTHORIZATION, SHALL NOT EXCEED 0.126 ACRES (5,483 SQUARE FEET).

### PERMIT CONDITIONS

- ALL ACTIVITIES APPROVED BY THIS PERMIT SHALL BE UNDERTAKEN USING THE BEST MANAGEMENT PRACTICES AVAILABLE. FURTHERMORE, THE SITE SHALL BE SUBJECT TO INSPECTION AT ANY TIME BY REPRESENTATIVES OF THE ENGINEER TO ENSURE THE CONTINUOUS APPLICATION OF THE PROVISIONS OF THIS PERMIT.
- DURING THE COURSE OF CONSTRUCTION, NEITHER THE CONTRACTOR SHALL CAUSE OR PERMIT ANY UNREASONABLE INTERFERENCE WITH THE FREE FLOW OF THE STREAM BY PLACING OR DUMPING ANY MATERIALS, EQUIPMENT, DEBRIS, OR STRUCTURES WITHIN OR ADJACENT TO THE STREAM CORRIDOR. UPON COMPLETION OR ABANDONMENT OF THE WORK, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF, IN A LAWFUL MANNER, ALL EXCESS MATERIALS, EQUIPMENT, AND DEBRIS FROM THE STREAM CORRIDOR AND ADJACENT LANDS.
- ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE STABILIZED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY TO PREVENT ERODED SOIL AND SEDIMENT FROM ENTERING ADJACENT WATERWAYS AT ANY TIME DURING AND SUBSEQUENT TO CONSTRUCTION. THE COUNTY RESERVES THE RIGHT TO ORDER THE SUSPENSION OF ANY ACTIVITY IF UNACCEPTABLE LEVELS OF EROSION OR TURBIDITY RESULT FROM THE SAME. FURTHERMORE, THE CONTRACTOR SHALL MAINTAIN THE STREAM CORRIDOR, AS SHOWN ON THE APPROVED DRAWINGS, FOR THE CHANNEL OR BANKS TO BECOME REASONABLY STABILIZED.
- ANY AND ALL PRECAUTIONS SHALL BE TAKEN TO PREVENT RAW CONCRETE FROM COMING INTO CONTACT WITH THE WATERS OF ROBINSON'S BRANCH OF THE RAHWAY RIVER, SINCE RAW CONCRETE IS TOXIC TO AQUATIC BIOTS. THE STREAMBED SHALL BE LEFT INTACT AND ANY MINOR DISTURBANCE ARE TO BE RESTORED USING NATIVE SUBSTRATE.
- ALL WORKERS SHALL BE INSTRUCTED TO REMOVE ANY TURTLES AND/OR ANY WILDLIFE IN GENERAL OUT OF HARMS WAY. SILT FENCING SHOULD BE PLACED ALONG ACTIVE CONSTRUCTION AREAS/EXCAVATION IN ORDER TO PREVENT THEIR ACCESS TO THESE AREAS.
- AREAS OF TEMPORARY EXCAVATION MUST BE RESTORED WITH NATIVE, INDIGENOUS SPECIES. THE EMBANKMENTS MUST BE RESTORED WITH NATIVE VEGETATION AND STABILIZED.
- ALL SUBSTRATE REMOVED FROM CONSTRUCTION ACTIVITIES, MUST BE STOCKPILED OUTSIDE THE STATE OPEN WATERS.

### GENERAL NOTES:

- EXISTING STREAMBED TO REMAIN UNDISTURBED OUTSIDE OF THE LIMITS OF CONSTRUCTION AS PER NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION REGULATIONS.
- EXACT LOCATIONS OF THE SEDIMENT CONTROL BAGS SHALL BE DETERMINED, IN THE FIELD BY THE ENGINEER AND CONTRACTOR, PRIOR TO THE START OF CONSTRUCTION.
- THE RIPARIAN ZONE FOR STREAM 10-5 IS 50 FEET.
- ZERO ACRES OF NEW IMPERVIOUS SURFACES FOR THIS PROJECT.
- SOIL TYPE AT THE SITE IS BOOTON-URBAN LAND-HALEDON COMPLEX, 0 TO 8 PERCENT SLOPES.
- THE TOTAL DISTURBANCE, TEMPORARY AND PERMANENT, IN THE 50-FOOT RIPARIAN ZONE, WAS CALCULATED TO BE 162 SQUARE FEET.
- BEDROCK GEOLOGY:**  
STRATIGRAPHIC UNIT ABBREVIATIONS: JTRP  
STRATIGRAPHIC UNIT NAME: PASSAIC FORMATION  
LITHOLOGY: SILTSTONE AND SHALE
- DURING SEVERAL SITE VISITS PERFORMED BY REMINGTON & VERNICK PERSONNEL, IT WAS NOTED THAT NEITHER FRESHWATER NOR COASTAL WETLANDS ARE PRESENT WITHIN THE PROJECT WORK AREA.

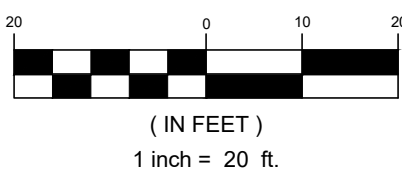
### TIDAL DATUM CHART

TIDAL BENCH MARK 853-1077-A 1975  
RAHWAY RIVER #1  
ELEVATION= 12.64 (NAVD-1988)

MEAN HIGHER HIGH WATER (MHW) = 2.47  
MEAN HIGH WATER (MHW) = 2.12  
NGVD 29 = -0.54  
MEAN LOW WATER (MWL) = -3.21  
MEAN LOW LOWER WATER (MLLW) = -3.44

THE TIDE STATION WAS ON THE RAILROAD  
BRIDGE OVER THE RAHWAY RIVER

### GRAPHIC SCALE



### REMINGTON & VERNICK ENGINEERS

ONE HARMON PLAZA, SUITE 600  
SECAUCUS, NJ 07094  
(201) 624-2137, FAX (201) 624-2136  
WEB ADDRESS : RVE.COM

Certification of Authorization: 24 GA 28003300  
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### SOIL EROSION & SEDIMENT CONTROL PLAN

UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE; Ra-10

UNION COUNTY  
CITY OF RAHWAY

DRAWN BY:	DESIGN BY:	CHECKED BY:	SCALE:
CFC	JW/JJM	DMS	AS NOTED
DATE:			
JULY 2023			
JOB No.:			
2000F003			

6 of 21

1. ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES.
2. SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
3. ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE LEFT IN PLACE UNTIL CONSTRUCTION IS COMPLETED AND/OR THE AREA IS STABILIZED.
4. THE CONTRACTOR SHALL PERFORM ALL WORK, FURNISH ALL MATERIALS AND INSTALL ALL MEASURES REQUIRED TO REINSTATE CONTROL SOIL EROSION RESULTING FROM CONSTRUCTION OPERATIONS AND PREVENT EXCESSIVE FLOW OF SEDIMENT FROM THE CONSTRUCTION SITE.
5. ANY DISTURBED AREA THAT WILL BE LEFT EXPOSED FOR MORE THAN THIRTY (30) DAYS AND NOT SUBJECT TO COMING TRAFFIC SHALL IMMEDIATELY RECEIVE A TEMPORARY SEEDING AND FERTILIZATION IN ACCORDANCE WITH THE NJ STANDARDS AT THE RATES AS SPECIFIED ON THIS PLAN. IF THE SEASON PROHIBITS TEMPORARY SEEDING, THE DISTURBED AREAS WILL BE MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE NJ STANDARDS (I.E., PEG AND TWINE, MULCH NETTING, OR LIQUID MULCH BINDER).
6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO PROVIDE CONFIRMATION OF LIME, FERTILIZER, AND SEED APPLICATION AND RATES OF APPLICATION AT THE REQUEST OF THE CAMDEN COUNTY SOIL CONSERVATION DISTRICT.
7. ALL CRITICAL AREAS SUBJECT TO EROSION WILL RECEIVE A TEMPORARY SEEDING IN COMBINATION WITH STRAW MULCH AT A RATE OF 2 TONS PER ACRE, ACCORDING TO THE NJ STANDARDS, IMMEDIATELY FOLLOWING ROUGH GRADING.
8. THE SITE SHALL AT ALL TIMES BE GRADED AND MAINTAINED SUCH THAT ALL STORMWATER RUNOFF IS DIVERTED TO SOIL EROSION AND SEDIMENT CONTROL FACILITIES.
9. ALL SEDIMENTATION STRUCTURES WILL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS AND AFTER EVERY MAJOR TOP.
10. A CRUSHED STONE, TIRE CLADDING PAD WILL BE INSTALLED WHEREVER A CONSTRUCTION ENTRANCE EXISTS. THE STABILIZED PAD WILL BE INSTALLED ACCORDING TO THE STANDARDS FOR STABILIZED CONSTRUCTION ACCESS.
11. ALL DRIVEWAYS MUST BE STABILIZED WITH 2-1/2" CRUSHED STONE OR SUBBASE PRIOR TO INDIVIDUAL LOT CONSTRUCTION.
12. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES.
13. ALL CATCH BASIN WILL BE PROTECTED ACCORDING TO THE CERTIFIED PLAN.
14. ALL STORM DRAINAGE OUTLETS WILL BE STABILIZED, AS REQUIRED, BEFORE THE DISCHARGE POINTS BECOME OPERATIONAL.
15. ALL DOWATERING OPERATIONS MUST DISCHARGE DIRECTLY INTO A SEDIMENT FILTER AREA. THE SEDIMENT FILTER SHOULD BE COMPOSED OF A SUITABLE SLOTTED FILTER FABRIC (SEE DETAIL). A CATCH BASIN MUST BE DOWATERED TO NORMAL POOL WITHIN 10 DAYS OF THE DESIGN STORM.
16. NUISA 4-24-39, ID SEQ., REQUIRES THAT NO CERTIFICATE OF OCCUPANCY BE ISSUED BEFORE ALL THE PROVISIONS OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN HAVE BEEN COMPLIED WITH FOR PERMANENT MEASURES. ALL SITE WORK FOR THE PROJECT MUST BE COMPLETED PRIOR TO THE DISTRICT ISSUING A REPORT OF COMPLIANCE AS A PRE-REQUISITE TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY.
17. MULCHING IS REQUIRED ON ALL SEEDED AREAS TO INSURE AGAINST EROSION BEFORE GRASS IS ESTABLISHED TO PROMOTE EARLIER VEGETATION COVER.
18. OFFSITE SEDIMENT DISTURBANCE MAY REQUIRE ADDITIONAL CONTROL MEASURES TO BE DETERMINED BY THE EROSION CONTROL INSPECTOR.
19. A COPY OF THE CERTIFIED SOIL EROSION AND SEDIMENT CONTROL PLAN MUST BE MAINTAINED ON THE PROJECT SITE DURING CONSTRUCTION.
20. THE SOMERSET-UNION SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING 48 HOURS IN ADVANCE OF ANY LAND DISTURBING ACTIVITY.
21. ANY CONVEYANCE OF THIS PROJECT PRIOR TO ITS COMPLETION WILL TRANSFER FULL RESPONSIBILITY FOR COMPLIANCE WITH THE CERTIFIED PLAN TO ANY SUBSEQUENT OWNERS.
22. IMMEDIATELY AFTER THE COMPLETION OF STRIPPING AND STOCKPILING OF TOPSOIL, THE STOCKPILE MUST BE STABILIZED ACCORDING TO THE STANDARD FOR TEMPORARY VEGETATIVE COVER. STABILIZE TOPSOIL PILE WITH STRAW MULCH FOR PROTECTION IF THE SEASON DOES NOT PERMIT THE APPLICATION AND ESTABLISHMENT OF TEMPORARY SEEDING. ALL SOIL STOCKPILES ARE NOT TO BE LOCATED WITHIN FIFTY (50) FEET OF A FLOODPLAIN, SLOPE, ROADWAY, OR DRAINAGE DITCH. THE SEED MUST BE APPLIED AT A RATE OF 4 LBS. A P.H. OF 4 OR LESS.
23. ANY CHANGES TO THE SITE PLAN WILL REQUIRE THE SUBMISSION OF A REVISED SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE UNION/SOMERSET COUNTY SOIL CONSERVATION DISTRICT. THE REVISED PLAN MUST BE IN ACCORDANCE WITH THE CURRENT NJ STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL.
24. METHODS FOR THE MANAGEMENT OF HIGH ACID PRODUCING SOILS SHALL BE IN ACCORDANCE WITH THE STANDARDS. HIGH ACID PRODUCING SOILS ARE THOSE FOUND TO CONTAIN BY THE EROSION CONTROL INSPECTOR.
25. TEMPORARY AND PERMANENT SEEDING MEASURES MUST BE APPLIED ACCORDING TO THE NJ STANDARDS, AND MULCHED WITH SALT HAY OR EQUIVALENT AND ANCHORED IN ACCORDANCE WITH THE NJ STANDARDS (I.E., PEG AND TWINE, MULCH NETTING OR LIQUID MULCH BINDER).
26. MAXIMUM SIDE SLOPES OF ALL EXPOSED SURFACES SHALL NOT BE CONSTRUCTED STEEPER THAN 3:1 UNLESS OTHERWISE APPROVED BY THE DISTRICT.
27. DUST IS TO BE CONTROLLED BY AN APPROVED METHOD ACCORDING TO THE NJ STANDARDS AND MAY INCLUDE WATERING WITH A SOLUTION OF CALCIUM CHLORIDE AND WATER.
28. ADJOINING PROPERTY SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS ON THE PROPOSED SITE.
29. USE STAGED CONSTRUCTION METHODS TO MINIMIZE EXPOSED SURFACES, WHERE APPLICABLE.
30. ALL VEGETATIVE MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK OF THE AMERICAN ASSOCIATION OF THE NURSERYMEN AND IN ACCORDANCE WITH THE NJ STANDARDS.
31. NATURAL VEGETATION AND SPECIES SHALL BE RETAINED WHERE SPECIFIED ON THE LANDSCAPE PLAN.
32. THE SOIL EROSION INSPECTOR MAY REQUIRE ADDITIONAL SOIL EROSION MEASURES TO BE INSTALLED, AS DIRECTED BY THE DISTRICT INSPECTOR.

3. SITE PREPARATION

A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING.

B. INSTALL NEEDED EROSION CONTROL PRACTICES OR FACILITIES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENT BASINS, AND WATERWAYS.

2. SEEDBED PREPARATION

A. APPLY LIMESTONE AND FERTILIZER. FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 110 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT. APPLY LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDES) AS FOLLOWS:

SOIL TEXTURE	TONS/ACRE	LBS./1000 SQ. FT.
CLAY, CLAY LOAM, AND HIGH ORGANIC SOIL	3	135
SANDY LOAM, LOAM, SILT LOAM	2	90
LOAMY SAND, SAND	1	45

PULVERIZED DOLOMITIC LIMESTONE IS PREFERRED FOR MOST SOILS SOUTH OF THE NEW BRUNSWICK-TRENTON LINE.

B. WORK LINE AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRINGTOOTH HARROW, OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISCHING OPERATION SHOULD BE ON THE GENERAL ENTIREUR. CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM SEEDBED IS PREPARED.

C. INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED AS ABOVE.

D. SOILS HIGH ON SULFIDES OR HAVING A pH OF 4 OR LESS SHOULD BE MULCHED ONLY.

3. SEEDING

A. SEE TEMPORARY SEED MIXTURE FOR SPECIES AND APPLICATION RATES.

B. APPLY SEED UNIFORMLY BY HAND, CYCLONE(CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, CLIPACKAGER SEEDER, OR HYDROSEDER. MULCH SHALL NOT BE INCLUDED IN A HYDRO-SEEDER TANK WITH SEED. SEED SHALL BE INCORPORATED INTO THE SOIL BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE TEXTURED SOIL.

C. AFTER SEEDING, FIRING THE SOIL SHALL BE PERFORMED WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDING EMERGENCE.

MULCHING IS REQUIRED ON ALL SEEDING.

3. MULCH MATERIALS SHOULD BE UNROTTED SMALL GRASS STRAW, HAY FREE OF SEEDS, OR SALT FREE. MULCH SHOULD BE APPLIED AT 1 1/2 TO 2 TONS PER ACRE (770 TO 90 POUNDS PER 1,000 SQUARE FEET). EXCEPT THAT WHERE A CRIMPER IS USED INSTEAD OF A LIQUID MULCH-SPREADING METHOD, THE MULCH RATE SHOULD BE DOUBLED. THE MULCH SHOULD BE APPLIED AT THE LOWER RATE. MULCH CHOPPER-BLOWERS MUST NOT GRIND THE MATERIAL.

4. SPREAD UNIFORMLY BY HAND OR MECHANICALLY SO THAT APPROXIMATELY 75% TO 95% OF THE SOIL SURFACE WILL BE COVERED. FOR UNIFORM DISTRIBUTION OF HAND-SPREAD MULCH, DIVIDE THE MULCH INTO APPROXIMATELY 1,000 SQUARE FEET SECTIONS AND DISTRIBUTE 70 TO 90 POUNDS WITHIN EACH SECTION.

5. MULCH ANCHORING SHOULD BE ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT TO MINIMIZE WIND-ERODING CRATERING. THERE ARE TWO METHODS OF ANCHORING, THE FOLLOWING METHODS, DEPENDING ON THE SIZE OF THE AREA AND THE STEEPNESS OF SLOPES:

1. PEG AND TWINE— DRIVE 8 TO 10 INCH WOODEN PEGS TO WITHIN 2 TO 3 INCHES OF THE SOIL SURFACE EVERY 4 FEET IN ALL DIRECTIONS. STAKES MAY BE DRIVEN BEFORE OR AFTER MULCHING. MULCHING MUST BE COMPLETED WITHIN 24 HOURS OF ANCHORING. TWINE BETWEEN PEGS IN A CROSSROSS AND A SQUARE PATTERN. SECURE TWINE AROUND EACH PEG WITH ONE OR MORE TIGHT TURNS.

2. MULCH NETTING— STAPLE PAPER, JUTE, COTTON, OR PLASTIC NETTING TO THE SOIL SURFACE. USE A DEGRADABLE NETTING IN AREAS TO BE MOWED.

(CRIMPER/MULCH ANCHORING TOOL) — A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A CRIMPER, WITH A SPECIAL BAR. THE BAR IS 12 INCHES WIDE. THE BROADCAST LOW FIBER MULCH 3 TO 4 INCHES INTO THE SOIL SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO 100 POUNDS OF MULCHING MATERIAL PER ACRE. OPERATE ON THE FLAT OR ON SLOPES. STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.

6. WOOD-FIBER OR PAPER-FIBER MULCH AT THE RATE OF 1,500 POUNDS PER ACRE MAY BE USED ON A HYDRAULICALLY OPERATED TRACTOR. LIMIT TO FLATTER SLOPES AND DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL.

THIS SEEDING MIXTURE IS COMPOSED OF A SINGLE SPECIES WHICH GERMINATES QUICKLY IN ORDER TO REDUCE SOIL EROSION UNTIL A PERMANENT VEGETATIVE COVER CAN BE COVER ESTABLISHED. A MIXTURE OF EQUI QUALITY MAY BE SUBSTITUTED IF APPROVED BY OUR OFFICE.

% T00%	COMMON NAME	BOTANICAL NAME
100%	PERENNIAL RYE GRASS	LULIUM PENNENE

THE MINIMUM APPLICATION RATE FOR THIS SEEDING MIXTURE SHALL BE ONE (1) POUND/1000 SQUARE FEET OR 44 POUNDS/ACRE.

RECOMMENDED SEEDING PERIODS ARE MARCH 1-MAY 15 AND AUGUST 15-OCTOBER 1.

SUMMER SEEDING SHALL BE PERFORMED ONLY IF ADEQUATE IRRIGATION IS PROVIDED TO ENSURE SUCCESSFUL GERMINATION

3. SITE PREPARATION

A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MAINTENANCE.

B. INSTALL NEEDED EROSION CONTROL PRACTICES OR FACILITIES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENT BASINS, AND WATERWAYS.

2. SEEDBED PREPARATION

A. APPLY LIMESTONE AND FERTILIZER. FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT. APPLY LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDES) AS FOLLOWS:

SOIL TEXTURE	TONS/ACRE	lbs./1000 SQ. FT.
CLAY, CLAY LOAM, AND HIGH ORGANIC SOIL	4	180
SANDY LOAM, LOAM, SILT LOAM	3	135
LOAMY SAND, SAND	2	90

PULVERIZED DOLOMITIC LIMESTONE IS PREFERRED FOR MOST SOILS SOUTH OF THE NEW BRUNSWICK-TRENTON LINE.

B. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRING TOOTH HARROW, OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISCING OPERATION SHOULD BE ON THE GENERAL CONTOUR, CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM SEEDBED IS PREPARED. AER, BUT CLAY OR SILTY SOILS AND COARSE SANDS SHOULD BE ROLLED TO FIRM THE SEEDBED WHEREVER FEASIBLE.

C. REMOVE ALL OTHER DEBRIS, ALL STONES TWO INCHES OR LARGER IN ANY DIMENSION, REMOVE ALL OTHER BARRIERS, SUCH AS WIRE CABLE, TREE ROOTS, PIECES OF CONCRETE, OR OTHER UNSUITABLE MATERIALS.

D. INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED AND FIRMED AS ABOVE.

3. SEEDING

A. USE PERMANENT SEED MIXTURE FOR SPECIES AND APPLICATION RATES.

B. APPLY SEED UNIFORMLY BY HAND, CYCLONE(CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL, CYCLOCORR SEEDER, OR HYDROSEEDER. CYCLOCORR SHALL NOT BE INCLUDED IN A HYDRO-SEEDER TANK WITH SEED. EXCEPT FOR DRILLED, HYDROSEEDED OR CUPPED CREEP, SEED SHALL BE INCORPORATED INTO THE SOIL, TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR TO A DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE TEXTURED SOILS.

C. AFTER SEEDING, FIRING THE SOIL SHALL BE PERFORMED WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED-TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDING EMERGENCE.

4. MULCH MATERIALS SHOULD BE UNROTTED SMALL GRASS STRAW, HAY, FEED OF SEEDS, OR SALT OR FERTILIZER. MULCH SHOULD BE 1 1/2 TO 2 TONS PER ACRE (70 TO 90 POUNDS PER 1,000 SQUARE FEET), EXCEPT THAT WHERE A CRIMPER IS USED INSTEAD OF A LIQUID MULCH-ENDER (TACKIFYING OR ADHESIVE AGENT), THE MULCH APPLICATION MUST BE DOUBLED. THE CRIMPER MUST BE USED TO CRIMP THE MULCH, BUT NOT TO RIND IT.
5. SPREAD UNIFORM BY HAND OR MECHANICALLY SO THAT APPROXIMATELY 75% TO 95% OF THE SOIL SURFACE WILL BE COVERED, FOR UNIFORM DISTRIBUTION OF HAND-SPREAD MULCH, SPREAD UNIFORMLY TO APPROXIMATELY 1,000 SQUARE FEET SECTIONS AND DISTRIBUTE 70 TO 90 POUNDS WITHIN EACH SECTION.
6. MULCH ANCHORING SHOULD BE ACCOMPLISHED IMMEDIATELY AFTER PLACEMENT TO MINIMIZE WIND-DRIFTING OF MULCH. THIS CAN BE ACCOMPLISHED BY THE FOLLOWING METHODS:
  - a. PEG AND TWINE— DRIVE 8 TO 10 INCH WOODEN PEGS TO WITHIN 2 TO 3 INCHES OF THE SOIL SURFACE EVERY 4 FEET IN ALL DIRECTIONS. STAKES MAY BE DRIVEN BEFORE OR AFTER MULCHING AND MUST BE PLACED AT THE CORNERS OF EACH SQUARE SECTION. BETWEEN PEGS IN A CRISS-CROSS AND SQUARE PATTERN. SECURE TWINE AROUND EACH PEG WITH ONE MORE ROUND TURN.
  - b. MULCH NETTING— STAPLE PAPER, JUTE, COTTON, OR PLASTIC NETTING TO THE SOIL SURFACE. USE A DEGRADABLE NETTING IN AREAS TO BE MOWED.
  - c. CRIMPER/MULCH ANCHORING TOOL— A TRACTOR-DRAWN IMPLEMENT, SOMEWHAT LIKE A CRIMPER, WHICH EXERTS PRESSURE TO CRIMP THE MULCH AND CUT THE TWINE TO THE BROADCAST LONG FIBER MULCH 3 TO 4 INCHES INTO THE SOIL SO AS TO ANCHOR IT AND LEAVE PART STANDING UPRIGHT. THIS TECHNIQUE IS LIMITED TO AREAS TRAVERSABLE BY A TRACTOR. MULCHING COSTS WILL BE LOW, BUT STRAW MULCH RATE MUST BE 3 TONS PER ACRE. NO TACKIFYING OR ADHESIVE AGENT IS REQUIRED.
7. WOOD-FIBER OR PAPER-FIBER MULCH AT THE RATE OF 1,500 POUNDS PER ACRE MAY BE APPLIED BY A HYDROSEDER. USE IS LIMITED TO FLATTER SLOPES AND DURING OPTIMUM GROWTH PERIODS IN SPRING.

6. TOP DRESSING \*

- A. SPRING SEEDING WILL REQUIRE AN APPLICATION OF FERTILIZER SUCH AS 10-10-10 OR EQUIVALENT AT 400 POUNDS PER ACRE OR 10 POUNDS PER 1,000 SQUARE FEET BETWEEN SEPTEMBER 1 AND OCTOBER 15.
- B. FALL SEEDING WILL REQUIRE THE ABOVE BETWEEN MARCH 15 AND MAY 1.
- C. MIXTURES DOMINATED BY WEEPING LOVEGRASS OR LEGUMES MAY NOT NEED TOPDRESSING.
- \* IF SLOW RELEASE NITROGEN (3000 POUNDS 38-0-0 PER ACRE OR EQUIVALENT) IS USED IN ADDITION TO SUGGESTED FERTILIZER, THIS FOLLOW-UP OF TOP DRESSING IS NOT MANDATORY.

COMMON NAME		BOTANICAL NAME	
40	CLEMTINE TALL FESCUE	FESTUCA ARUNDINACEA "CLEMTINE"	
20	WEINFELD LOVEGRASS	ERAGRIS CURVULA	
15	RELIANT HAWK FESCUE	FESTUCA LONGIFOLIA "RELIANT"	
10	JAMESTOWN CRYSTAL FESCUE	FESTUCA RUBRA VAR. COMMUTATA "JAMESTOWN"	
5	PALMER PERENNIAL RYE	LOLIA PERENNIS "PALMER"	
5	WHITE CLOVER	TRIFOLIUM REPENS	
5	BLACKWELL SWITCHGRASS	PANICUM VIRGATUM "BLACKWELL"	

THE MINIMUM APPLICATION RATE FOR THIS SEEDING MIXTURE SHALL BE FOUR (4) POUNDS/1000 SQUARE FEET OR 175 POUNDS/ACRE.

RECOMMENDED SEEDING PERIODS ARE APRIL 1-MAY 31 AND AUGUST 16-OCTOBER 15.

SUCCESSFUL SEEDING SHALL BE PERFORMED ONLY IF ADEQUATE IRRIGATION IS PROVIDED TO ENSURE SUCCESSFUL GERMINATION.

TOPSOIL SHOULD BE USED WHERE SOILS ARE: SANDS, GRAVELLY SOILS, CLAYS, SILTY CLAYS, VERY SHALLOW, OR WHERE THEY ARE EXTREMELY ACID (LESS THAN PH4.0) OR SALTY (CONDUCTIVITY GREATER THAN 1.0 MILLIMOHS PER CENTIMETER), OR WHERE TOPSOIL IS AVAILABLE ON SITE AND ASSURANCE OF IMPROVED VEGETATIVE GROWTH IS DESIRED.

1. MATERIALS

A. TOPSOIL SHOULD BE FRABLE AND LOAMY, FREE OF DEBRIS, OBJECTIONABLE WEEDS AND STONES, AND CONTAIN NO ACCEPTABLE SUBSTANCES THAT MAY BE HARMFUL TO PLANT GROWTH. THE RANGE OF pH 5.0-7.5 IS ACCEPTABLE. SOLUBLE SALTS SHOULD NOT BE EXCESSIVE (CONDUCTIVITY LESS THAN 0.5 MILLIMOHS PER CENTIMETER). TOPSOIL HAULED IN FROM OFF SITE SHOULD CONTAIN A MINIMUM ORGANIC MATTER CONTENT OF 2.75 PERCENT. ORGANIC MATTER CONTENT MAY BE RAISED BY ADDITIVES.

2. STRIPPING AND STOCKPILING

A. FIELD EXPLORATION SHOULD BE MADE TO DETERMINE WHETHER QUANTITY AND/OR QUALITY OF SURFACE SOIL JUSTIFIES STRIPPING.

B. STRIPPING SHOULD BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA.

C. WHERE FEASIBLE, LIME MAY BE APPLIED BEFORE STRIPPING AT A RATE DETERMINED BY SOIL TESTS TO BRING THE SOIL PH TO 6.5. IN LIEU OF SOIL TESTS, SEE LIME RATE GUIDE IN SEED-BED PREPARATION FOR PERMANENT VEGETATIVE COVER.

D. A 4-6 INCH STRIPPING DEPTH IS COMMON, BUT MAY VARY DEPENDING ON THE PARTICULAR SOIL.

E. STOCKPILES OF TOPSOIL SHOULD BE SITUATED SO AS NOT TO OBSTRUCT NATURAL DRAINAGE OR CAUSE OFF-SITE ENVIRONMENTAL DAMAGE.

F. STOCKPILES SHOULD BE VEGETATED IN ACCORDANCE WITH TEMPORARY SEEDING STANDARDS PREVIOUSLY DESCRIBED HEREIN.

3. SITE PREPARATION

A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEED-BED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE.

B. SUBSOIL SHOULD BE TESTED FOR LIME REQUIREMENT AND LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO BRING SOIL PH TO 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICALLY TO A DEPTH OF 4 INCHES.

C. IMMEDIATELY PRIOR TO TOPSOIL DISTRIBUTION, THE SURFACE SHOULD BE SCARIFIED TO PROVIDE A GOOD BOND WITH THE TOPSOIL.

D. EMPLOY NEEDED EROSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL STABILIZATION MEASURES, SEDIMENTATION BASINS, AND WATERWAYS.

4. APPLYING TOPSOIL

1. TEMPORARY STABILIZATION - ALL EXPOSED AREAS NOT TO BE CONSTRUCTED UPON WITHIN 30 DAYS SHOULD RECEIVE TEMPORARY STABILIZATION, ACCORDING TO THE TEMPORARY VEGETATIVE COVER SPECIFICATIONS.

2. PERMANENT STABILIZATION - ALL EXPOSED AREAS WHICH ARE TO BE PERMANENTLY VEGETATED SHOULD BE SEEDED WITHIN 10 DAYS OF FINAL GRADING, ACCORDING TO THE PERMANENT SEEDING SPECIFICATIONS.

TOTAL AREA OF DISTURBANCE: \_\_\_\_\_ ACRE

1. INSTALL THE STABILIZED CONSTRUCTION ENTRANCE.
2. DISTURB ONLY THE MINIMUM AREA NEEDED TO INSTALL SILT FENCE AND TREE PROTECTION FENCE AT THE DRIFPILE OF ALL TREES SHOWN TO REMAIN. NO CONSTRUCTION ACCESS OR STOR SHALL BE PERMITTED WITHIN THESE PROTECTION AREAS.
3. CLEAR AND GRUB ALL TREES IN THE IMMEDIATE AREAS OF CONSTRUCTION. ALL VEGETATION REMAIN SHALL BE PROPERLY PROTECTED. STRIP TOPSOIL AND STOCKPILE WHERE SHOWN TEMPORARILY STABILIZE STOCKPILE WITH SEED.
4. GENERAL AND PRELIMINARY GRADE THOSE AREAS TO BE DEVELOPED.
5. CONSTRUCT PROPOSED STRUCTURES, CURBS, SIDEWALKS, AND STORMWATER APPURTENANCES.
6. INSTALL SUB-BASE COURSE IMMEDIATELY FOLLOWING PRELIMINARY GRADING AND INSTALL IMPROVEMENTS IN ORDER TO STABILIZE PAVEMENT AREA.
7. FINE GRADE ALL PAVEMENT AREAS AND INSTALL SURFACE COURSE PAVEMENT.
8. STABILIZE THE SITE WITH PERMANENT VEGETATIVE COVER AND LANDSCAPING.
9. REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES.

SEDIMENT CONTROL BAG FOR DEWATERING

NOTE:  
 " NYLON OR MANILA ROPE FORMS REINFORCEMENT; AIDS IN REMOVAL OR RELOCATION OF BARRIER BY SERVING AS A PICK-UP LINE FOR WEIGHTS. ROPES AND WEIGHTS ARE TO BE ATTACHED TO END FLOATS AND EVERY SECOND FLOAT BETWEEN END FLOATS.

3" FOLD TOP  
 A  
 FLOATS  
 5'-0" 5'-0"  
 BRASS GROMMET  
 LOAD CHAIN OR WEIGHT  
 10'-0"  
 LOAD CHAIN OR WEIGHT  
 BOTTOM

FRONT VIEW

FLOATS  
 7" DIA. ALUM. ROD  
 COTTER PIN THRU ROD  
 PLASTIC SHEET OR ALTERNATE  
 BRASS GROMMET  
 HOOK (CLOSE TO PREVENT LOSS)  
 WEIGHT  
 SLIPKNOT  
 TOP & BOTTOM

" NYLON OR MANILA ROPE TO BE SLACK IN FINAL POSITION

NOTE:  
 SUITABLE ALTERNATE MAY BE FASTENED TO STAKES DRIVEN INTO THE BOTTOM IN LIEU OF FLOATS AND WEIGHTS

SECTION A-A

[illegible]

FILTER FABRIC, TYPAR STYLE 3341, OR APPROVED EQUAL, TO BE TIED TO FENCE AT TOP WITH WIRE AT THREE FOOT INTERVALS.

FABRIC SECURED TO POST WITH METAL FASTENERS AND REINFORCEMENT BETWEEN FASTENER AND FABRIC.

SILT ACCUMULATION FLOW

6"

24" MIN.

24" MIN.

6"

1 1/2" Ø MINIMUM POST 4'-0" MIN. LENGTH (SPACING 8'-0" C. TO C.)

SECTION

DRAWSTRING RUNNING THROUGH FABRIC ALONG TOP OF FENCE

6"

FILTER FABRIC

ELEVATION

**SUMP PUMP DETAIL  
STANDARD FOR DEWATERING**

THE TOP OF THE STANDPIPE SHOULD EXTEND AT LEAST 12" TO 18" ABOVE THE TOP OF THE PIT OR ABOVE STANDING WATER

CLEAN WATER DISCHARGE

SUCTION LINE TO PUMP

3" MIN.

EXISTING GROUND LINE

STANDPIPE WRAPPED IN 1/2" HARDWARE CLOTH AND GEOTEXTILE

SIDE SLOPE (VARIES)

12" - 36" DIA. PERFORATED CORRUGATED METAL OR PVC PIPE

WATERTIGHT CAP OR CLEAR GRAVEL

PLACE 3/16" BASE OF CLEAN STONE BEFORE INSTALLING STANDPIPE

**SILT FENCE**  
N.T.S.

PUMP

SEDIMENT CONTROL

FILTER WATER FLOW

**CONSTRUCTION SPECIFICATIONS:**

1. PIT DIMENSIONS ARE VARIABLE, WITH THE MINIMUM DIAMETER BEING 2 TIMES THE STANDPIPE DIAMETER.
2. THE STANDPIPE SHOULD BE CONSTRUCTED BY PERFORATING 12" TO 24" DIAMETER CORRUGATED OR PVC PIPE, THEN WRAPPING WITH 1/2" HARDWARE CLOTH AND GEOTEXTILE FABRIC. THE PERFORATIONS SHALL BE 1/2"x6" SLITS OR DIAMETER HOLES.
3. A BASE OF FILTER MATERIAL CONSISTING OF CLEAN GRAVEL ASTM C33 STONE SHOULD BE PLACED IN THE PIT TO A DEPTH OF 12" AFTER INSTALLING THE STANDPIPE. THE PIT SURROUNDING THE STANDPIPE SHOULD THEN BE BACKFILLED WITH THE SAME FILTER MATERIAL.
4. THE STANDPIPE SHOULD EXTEND 12" TO 18" ABOVE THE TOP OF THE PIT OR THE RISER CREST ELEVATION (BASIN DEWATERING ONLY) AND THE FILTER MATERIAL SHOULD EXTEND 3" MINIMUM ABOVE THE ANTICIPATED STANDING WATER ELEVATION.
5. LOCATE AS REQUIRED (REMOVABLE PUMPING STATION)
6. PITS MAY BE RELOCATED TO OPTIMIZE USE, BUT DISCHARGE LOCATION CHANGES MUST BE COORDINATED WITH MERCER COUNTY SOIL CONSERVATION DISTRICT. SEDIMENT CONTROL BAGS MAY NOT BE REUSED AND MUST BE LOCATED AWAY FROM CONSTRUCTION ACTIVITIES AND DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

WATER SURFACE

CONNECT SECTIONS.

FOLD SAME TYPE TOP AND BOTTOM

VARIABLES AS REQUIRED FOR EACH SPECIFIC LOCATION.

SIDE VIEW FOLDING DETAIL

FOLD TOP AND BOTTOM TO GET FOUR THICKNESSES OF MATERIAL.

ANCHOR ON SHORE AT EACH END ABOVE HIGH WATER LINE

TYPICAL APPLICATION

SHORE LINE OR DIKE

DO NOT SPAN WATERCOURSE

SUBMARINE CABLE

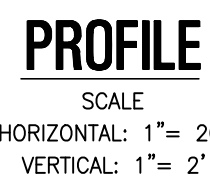
EXCAVATION OF WET AREAS

GENERAL NOTES:

1. INSTALL TURBIDITY BARRIER TO PREVENT DRIFTING OF SILT CAUSED BY DISCHARGE OF STORM SEWERS, DOWATERING BASINS, CONSTRUCTION, DREDGING OR FILLING OPERATIONS, OR OTHER ACTIVITIES THAT COULD CAUSE TURBIDITY.
2. EXACT LOCATION OF TURBIDITY BARRIER SHALL BE SO AS TO EFFECTIVELY CONTROL SILT DISPERSION UNDER THE CONDITIONS PRESENT ON A PARTICULAR PROJECT.
3. THE DETAILS SHOWN ON THIS SHEET ARE SUGGESTED METHODS ONLY. ALTERNATE SOLUTION AND USAGE OF MATERIALS MAY BE USED AS APPROVED.
4. USE APPROPRIATE NAVIGATIONAL WARNING LIGHTS WHEN USED NEXT TO NAVIGATIONAL CHANNEL.
5. TYPE 1 IS FOR PONDS, SHALLOW LAKES, SMALL STREAMS AND MARSHES WITH CURRENT VELOCITIES LESS THAN 1 FT./SEC AND SHELTERED FROM WINDS.
6. TYPE 2 IS FOR LAKES, STREAMS, INTERCOASTAL & TIDAL AREAS WITH CURRENT VELOCITIES UP TO 5 FT./SEC.
7. TYPE 3 IS FOR LAKES, STREAMS, INTERCOASTAL AND TIDAL AREAS WITH CONSIDERABLE CURRENT VELOCITIES UP TO 5 FT./SEC., TIDAL ACTION AND SUBJECT TO WIND AND WAVES.

CD-158-3.2

[illegible]



UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10

<u>DRAWN BY :</u> CFC	<u>DESIGN BY :</u> JW/JJM	<u>CHECKED BY :</u> DMS	<u>SCALE :</u> AS NOTED
<u>DATE :</u> JULY 2023		<u>SHEET No. :</u> 8 of 21	
<u>JOB No. :</u> 2000F003			



DATE: 5/14/2024  
RANK J. SENEY JR.  
PROFESSIONAL ENGINEER LIC. No. 3532

PLANS WHICH DO NOT BEAR  
AN EMBOSSED SEAL ARE NOT VALID

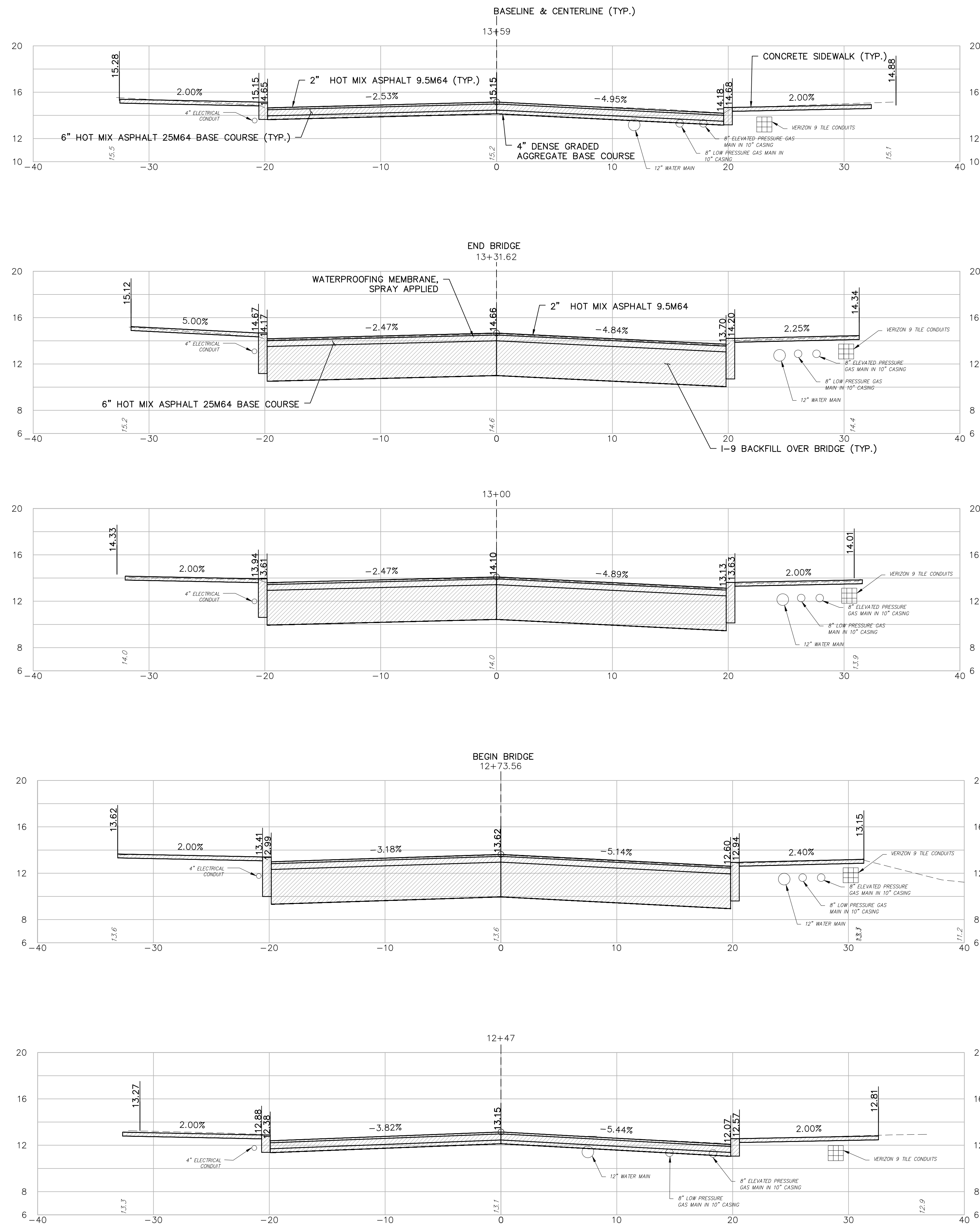
ALL DOCUMENTS PREPARED BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT LOANED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO REMINGTON & VERNICK ENGINEERS AND AFFILIATES. AND OWNERS SHALL INDEMNIFY AND HOLD HARMLESS REMINGTON & VERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

[illegible]

## CROSS SECTIONS

REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10

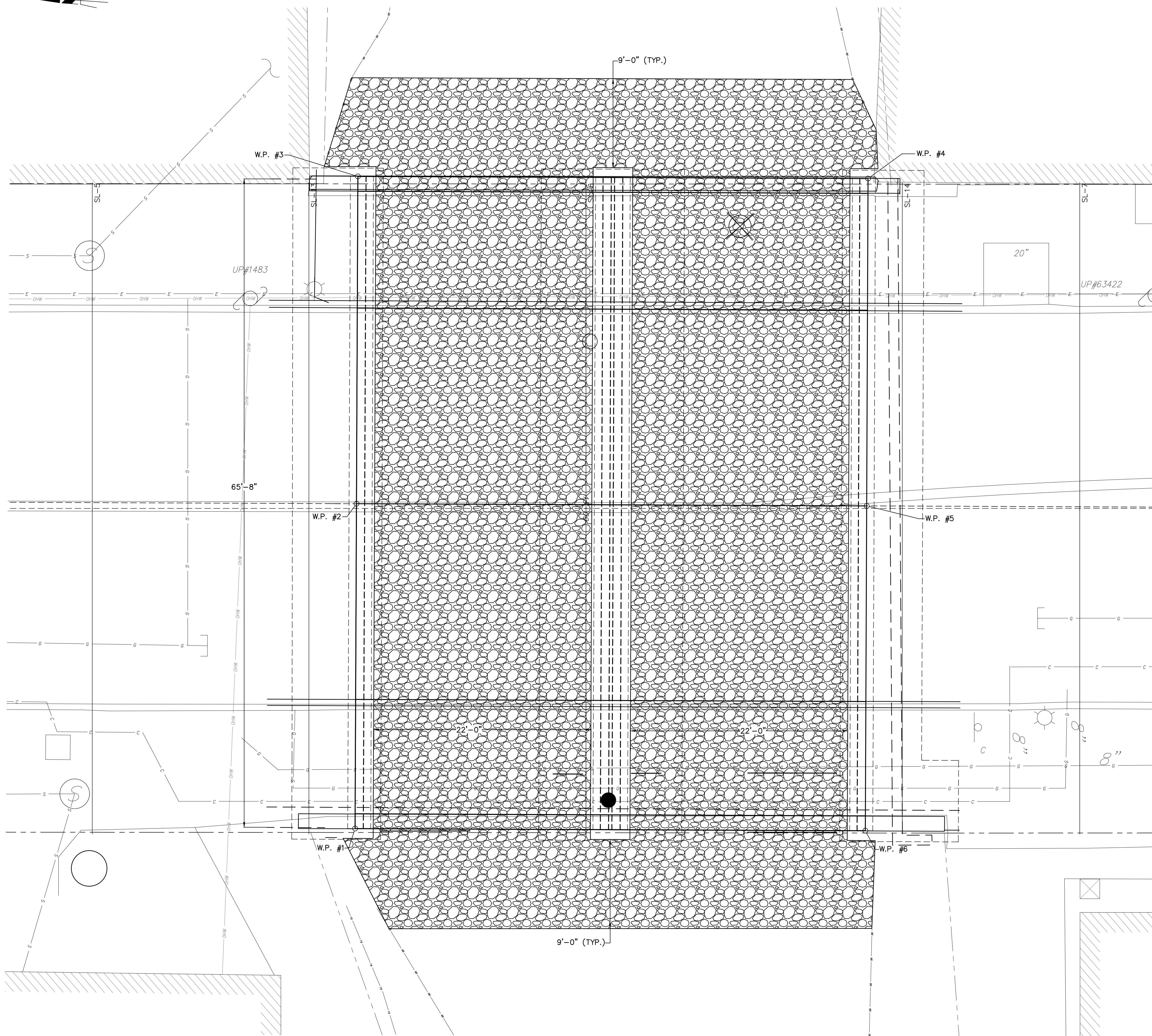
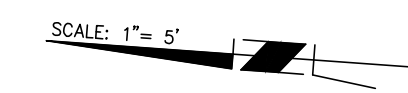
<u>DRAWN BY:</u> CFC	<u>DESIGN BY:</u> JW/JJM	<u>CHECKED BY:</u> DMS	<u>SCALE:</u> AS NOTED
<u>DATE:</u> JULY 2023		<u>SHEET No.:</u> 9 of 21	
<u>JOB No.:</u> 2000F003			



**NOTE:**

THE DEPTHS AND LOCATIONS OF EXISTING UTILITY LINES ARE APPROXIMATE AND NEED TO BE CONFIRMED WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.





**PLAN**  
SCALE: 1" = 5'

SCALE: 1" = 5'

NOTES:

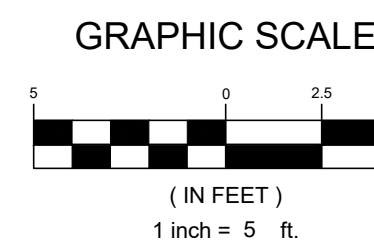
1. GABIONS SHALL BE 6'-0" L x 3'-0" W x 1'-0" H UNLESS OTHERWISE NOTED. GABIONS SHALL BE CUSTOM FOR OTHER LOCATIONS TO FIT REQUIRED WIDTHS.
2. MINIMUM STONE SIZE FOR GABIONS IS 4".
3. AVERAGE STONE SIZE FOR GABIONS IS 8".
4. NON-WOVEN GEOTEXTILE FILTER FABRIC SHALL BE INSTALLED BELOW THE GABIONS. THE FILTER FABRIC SHALL EXTEND A MINIMUM OF 1 FOOT PAST THE EDGE OF THE GABION MAT.
5. NO SEPARATE PAY ITEM SHALL BE MADE FOR STONE INFILL BETWEEN GABIONS AND GEOTEXTILE FILTER FABRIC. COST SHALL BE INCIDENTAL TO THE ITEM "GABION CHANNEL LINING".

2. MINIMUM STONE SIZE FOR GABIONS IS 4"

3. AVERAGE STONE SIZE FOR GABIONS IS 8"

4. NON-WOVEN GEOTEXTILE FILTER FABRIC SHALL BE INSTALLED BELOW THE GABIONS. THE FILTER FABRIC SHALL EXTEND A MINIMUM OF 1 FOOT PAST THE EDGE OF THE GABION MAT.

5. NO SEPARATE PAY ITEM SHALL BE MADE FOR STONE INFILL BETWEEN GABIONS AND GEOTEXTILE FILTER FABRIC. COST SHALL BE INCIDENTAL TO THE ITEM "GABION CHANNEL LINING".



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DATE: 5/14/2024

EDANK | SENEV ID

FRANK J. SENEY JR

PLANS WHICH DO NOT BEAR

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[illegible]

# SCOUR COUNTERMEASURE PLAN

UNION COUNTY  
REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10  
CITY OF RAYWAY  
UNION COUNTY  
NEW JERSEY

REPLACEMENT OF

CITY OF BALTIMORE

<u>DRAWN BY :</u> CFC	<u>DESIGN BY :</u> JW/JJM	<u>CHECKED BY :</u> DMS	<u>SCALE :</u> AS NOTED
<u>DATE :</u> JULY 2023		<u>SHEET No. :</u> 11 of 21	
<u>JOB No. :</u> 2000F003			

1000



ONE HARMON PLAZA, SUITE 600  
SECAUCUS, NJ 07094  
(201) 624-2137, FAX (201) 624-2136  
WEB ADDRESS : RVE.COM

Certification of Authorization: 24 GA 28003300  
**Excellence • Innovation • Service**

DATE: 5/14/2024

**FRANK J. SENEY JR**  
NJ PROFESSIONAL ENGINEER LIC. No. 35321

PLANS WHICH DO NOT BEAR  
AN EMBOSSED SEAL ARE NOT VALID

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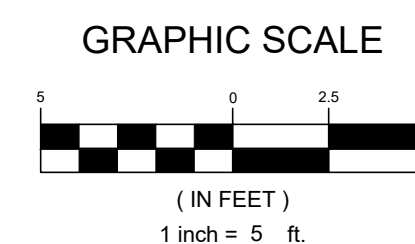
SCALE: 1"=5'

## HYDRAULIC DESIGN DATA:

**NOTE 1:** BACKFILL ABOVE GABION TO PRE-CONSTRUCTION STREAMBED DEPTH WITH NATURALLY OCCURRING SEDIMENT. SEPARATE PAYMENT WILL NOT BE MADE FOR THIS. ALL COSTS ASSOCIATED WITH THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "GABION CHANNEL LINING."

**NOTE 2:** PAYMENT FOR EXCAVATION OPERATIONS REQUIRED FOR GABION BASKETS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "GABION CHANNEL LINING."

**NOTE 3:** NON-WOVEN GEOTEXTILE FILTER FABRIC SHALL BE INSTALLED BELOW THE GABIONS. THE FILTER FABRIC SHALL EXTEND A MINIMUM OF 1 FOOT PAST THE EDGE OF THE GABION CHANNEL LINING. THE COST OF GEOTEXTILE FILTER FABRIC SHALL BE INCLUDED IN THE UNIT PRICE FOR "GABION CHANNEL LINING".

[illegible]

## SCOUR COUNTERMEASURE PROFILE

CITY OF RAHWAY      UNION COUNTY      NEW JERSEY

IRVING STREET BRIDGE, Ra-10

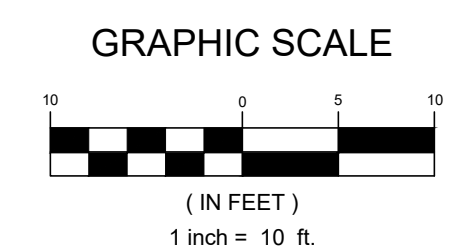
REPLACEMENT OF

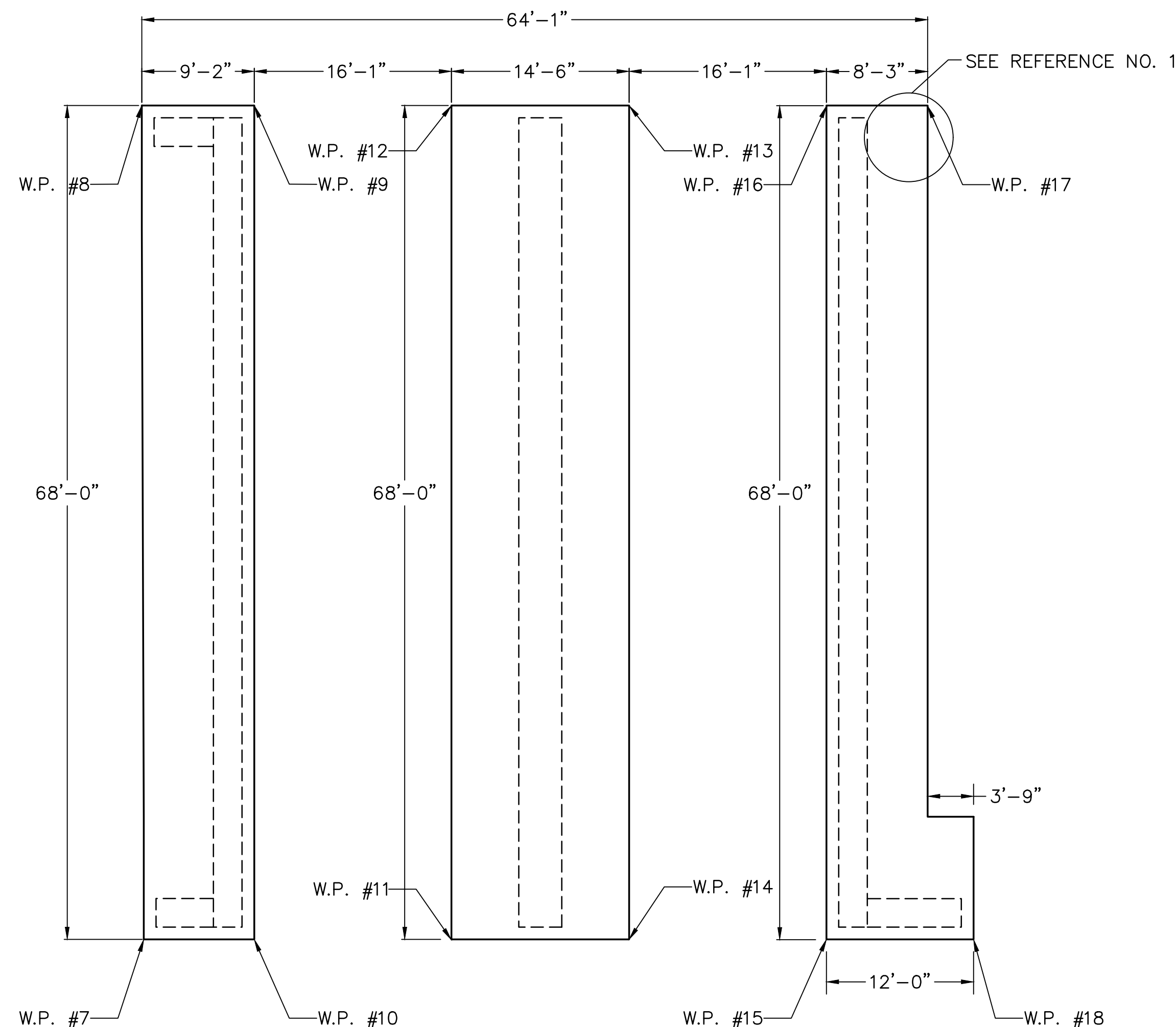
UNION COUNTY

<u>DRAWN BY :</u> CFC	<u>DESIGN BY :</u> JW/JJM	<u>CHECKED BY :</u> DMS	<u>SCALE :</u> AS NOTED
<u>DATE :</u> JULY 2023		<u>SHEET No. :</u> 12 of 21	
<u>JOB No. :</u> 2000F003			

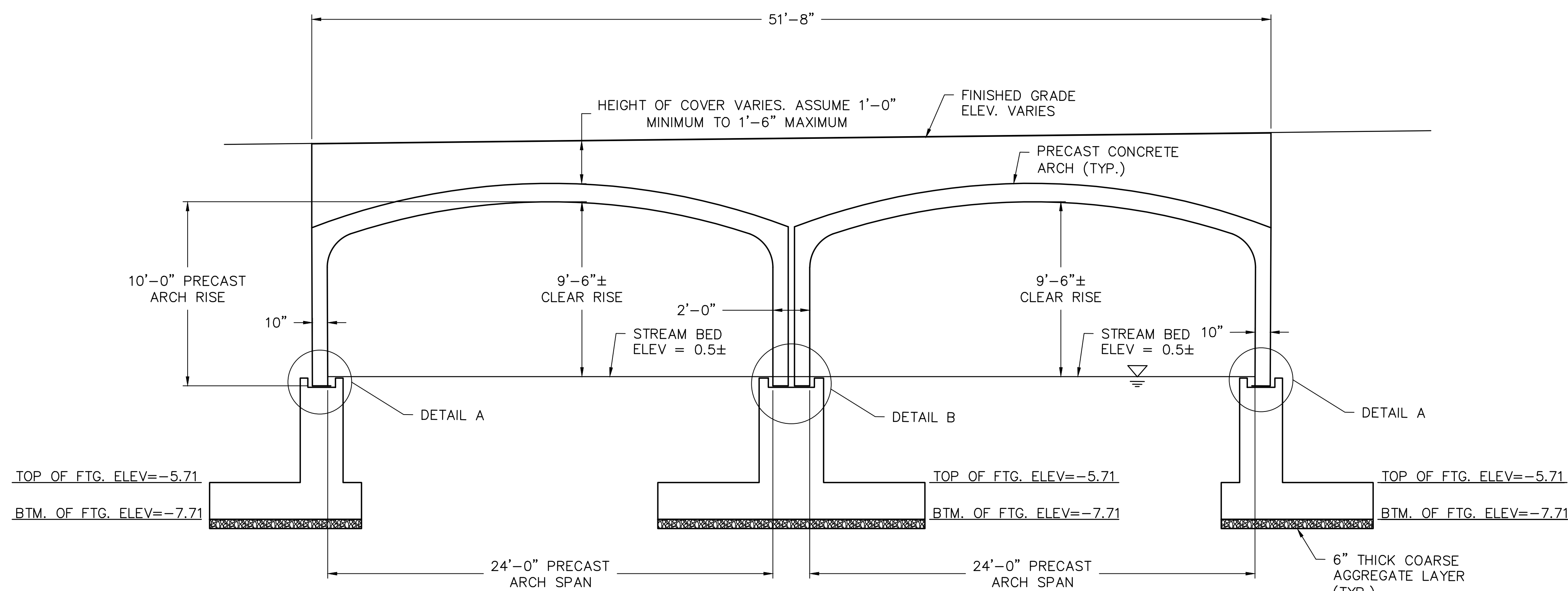


1. REFER TO NOTE NO. 6 ON SHEET NO. 10 OF 21.

[illegible]



SCALE: 1/8" = 1'-0"



SCALE: 1/4" = 1'-0"

NON-SHRINK GROUT SUPPLIED AND INSTALLED BY THE CONTRACTOR. COST SHALL BE INCLUDED IN THE PRICE BID FOR THE ITEM, "PRECAST CONCRETE ARCH BRIDGE, TWO SPAN INSTALLED".

TOP OF CAST-IN-PLACE CONCRETE FOOTING

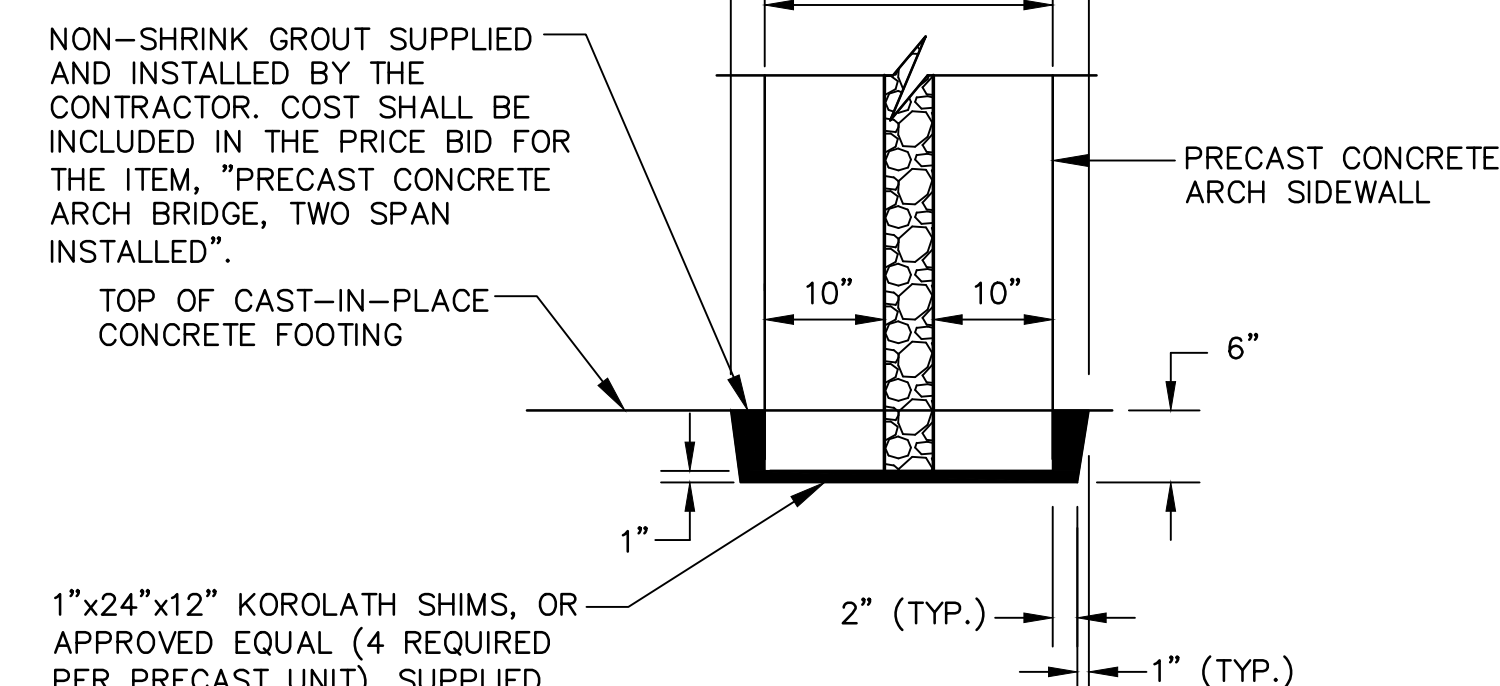
16" KEY

10"

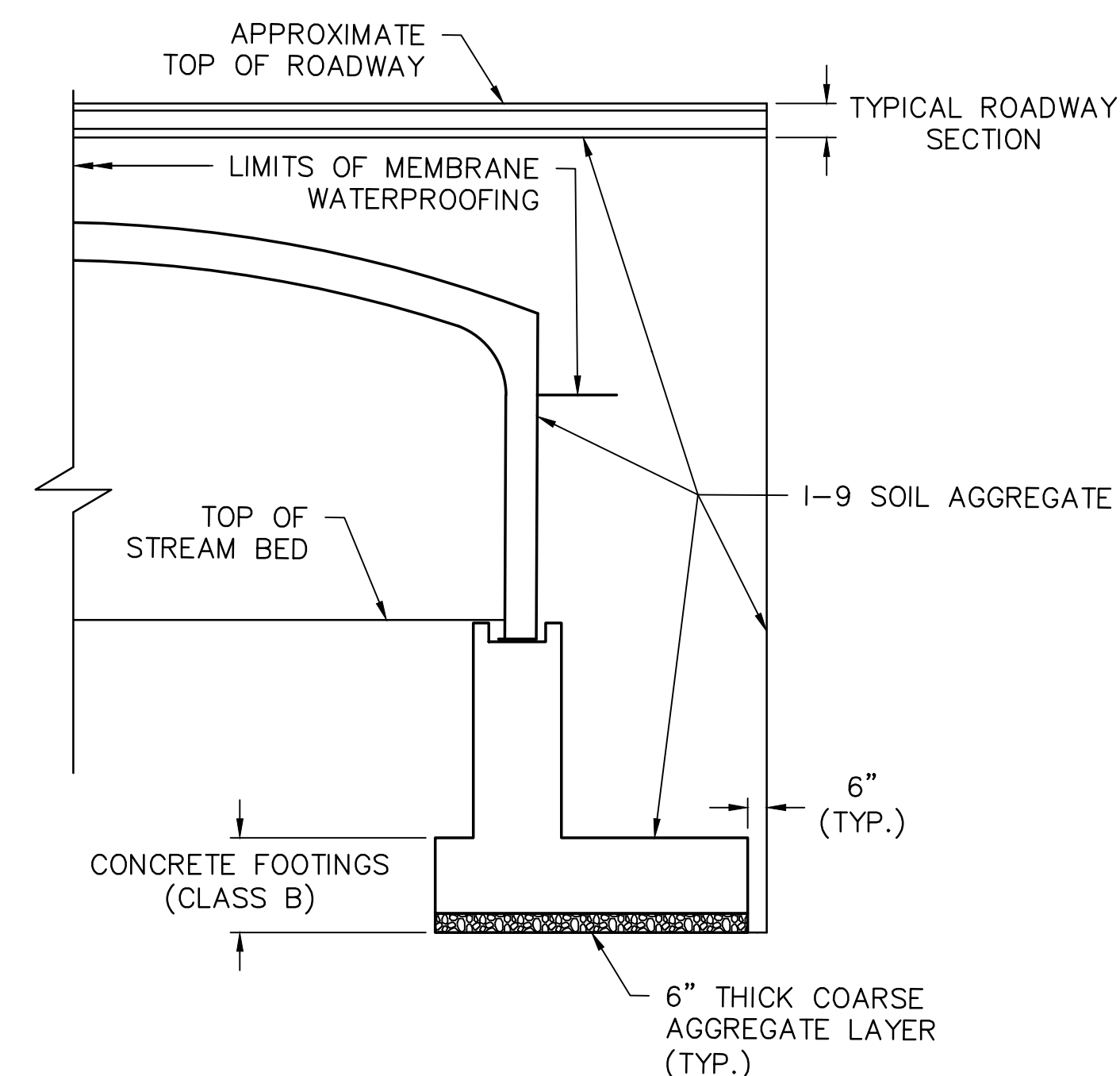
6"

PRECAST CONCRETE ARCH SIDEWALK

SCALE: 3/4" = 1'-0"



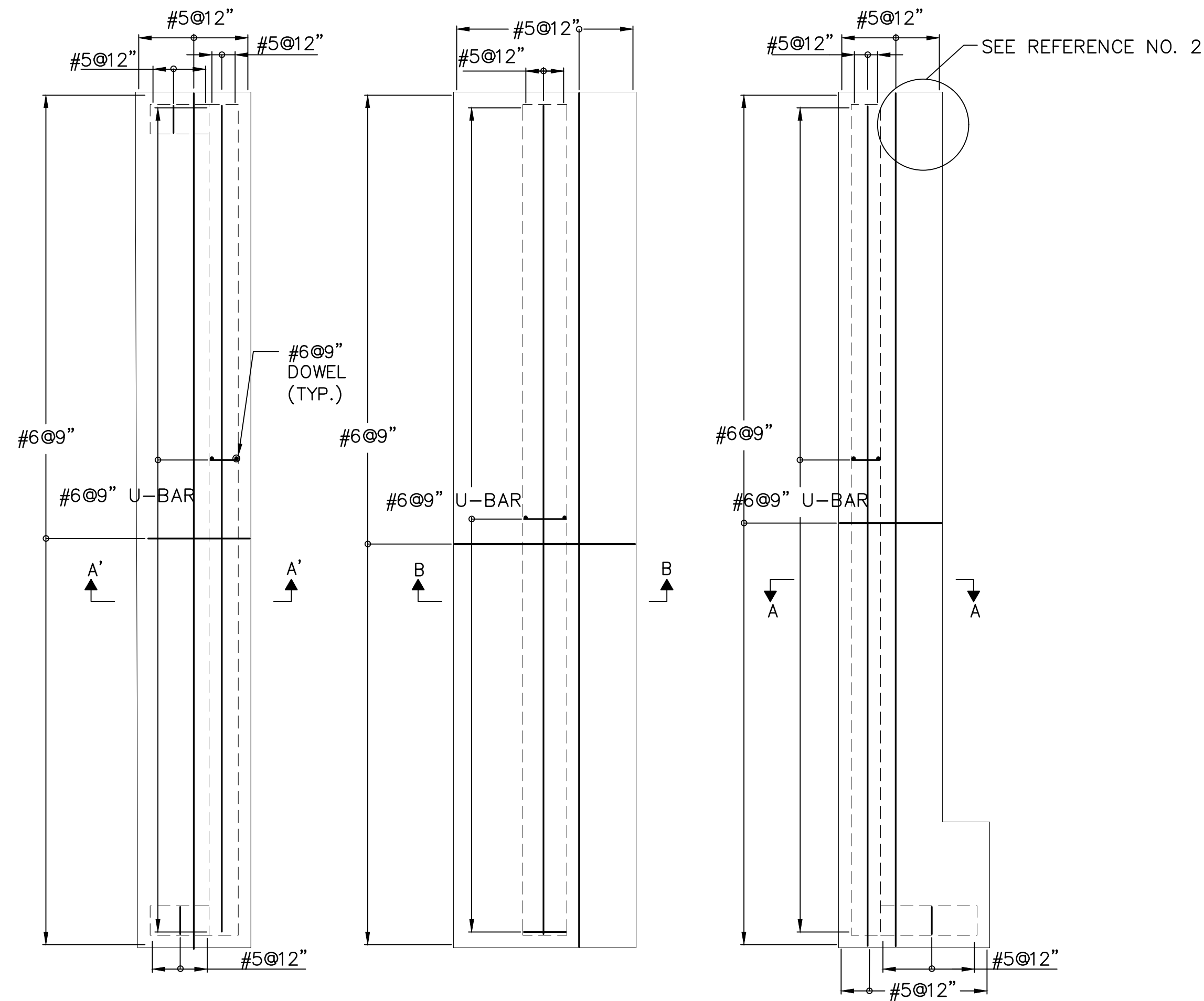
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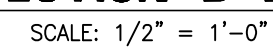
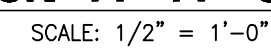
SCALE: NTS

1. REFER TO NOTE NO. 6 ON SHEET NO. 10 OF 21.

<h1 style="margin: 0;">REMINGTON &amp; VERNICK ENGINEERS</h1> <p style="font-size: small; margin: 0;">ONE HARMON PLAZA, SUITE 600 SECAUCUS, NJ 07094 (201) 624-2137, FAX (201) 624-2136 WEB ADDRESS : RVE.COM</p> <p style="font-size: x-small; margin: 0;">Certification of Authorization: 24 GA 28003300</p> <p style="font-weight: bold; font-style: italic; margin: 0;">Excellence • Innovation • Service</p>			
<div style="float: right; text-align: right;">               DATE: 5/14/2024           </div> <div style="clear: both;"></div> <p style="font-size: large; font-weight: bold; margin: 0;">FRANK J. SENEY JR.</p> <p style="font-size: small; margin: 0;">NJ PROFESSIONAL ENGINEER LIC. No. 3532</p>			
<p><small>ALL DOCUMENTS PREPARED BY REMINGTON &amp; VERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON &amp; VERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO REMINGTON &amp; VERNICK ENGINEERS AND AFFILIATES. ANY OWNERS SHALL INDORSEIFY AND HOLD HARMLESS REMINGTON &amp; VERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.</small></p>			
<p style="text-align: center; font-weight: bold; font-size: large;">FOOTING PLAN AND SECTION</p> <div style="display: flex; justify-content: space-between; align-items: center; padding-top: 20px;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); white-space: nowrap;">UNION COUNTY</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); white-space: nowrap;">REPLACEMENT OF IRVING STREET BRIDGE, Ra-10</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); white-space: nowrap;">CITY OF RAHWAY</div> </div>			
DRAWN BY: <b>CFC</b>	DESIGN BY: <b>JW/JJM</b>	CHECKED BY: <b>DMS</b>	SCALE: <b>AS NOTED</b>
DATE: <b>JULY 2023</b>		SHEET No.: <b>14 of 21</b>	
JDR No.: <b>2000F003</b>			



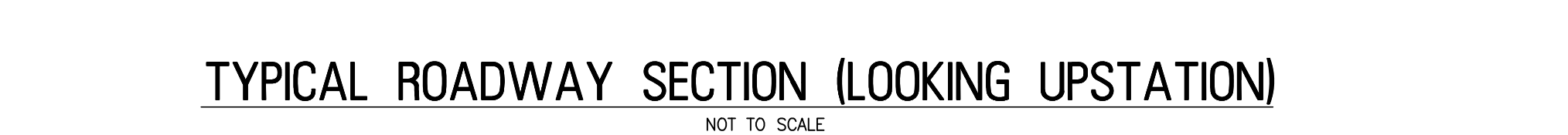
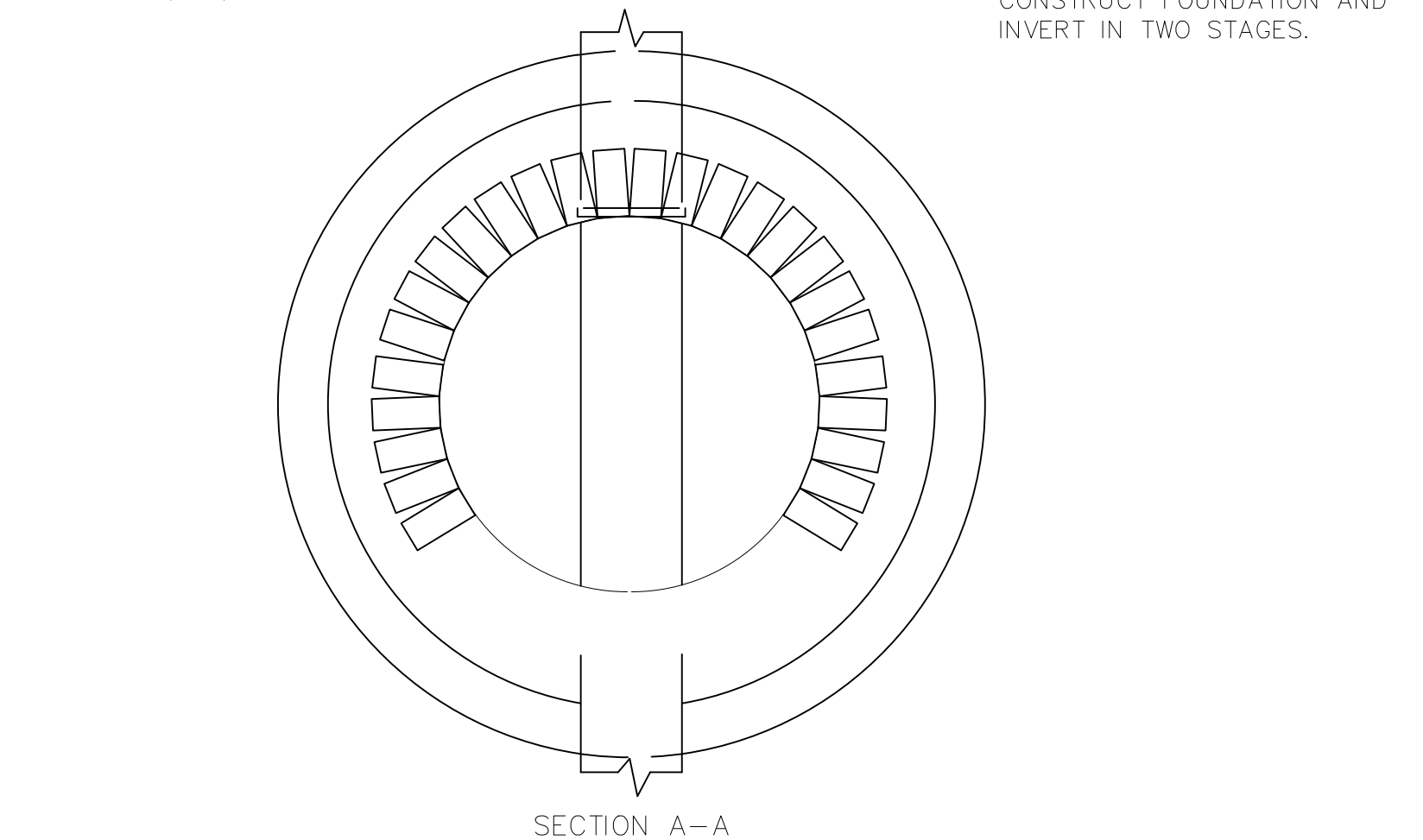
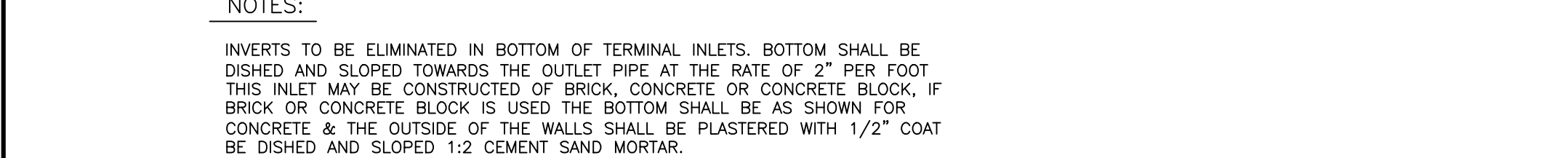
SCALE: 1/8" = 1'-0"



1. SEE PLAN SHEET 14, DETAILS A & B, FOR ADDITIONAL DIMENSIONS.
2. REFER TO NOTE NO. 6 ON SHEET NO. 10 OF 21.

TEXT	HEIGHT
"UNION COUNTY" AND "2024"	5/8"
UNION COUNTY SEAL	2 3/4"
"BOARD OF CHOSEN FREEHOLDERS"	1/2"
CHOSEN FREEHOLDER NAMES	3/8"
COUNTY EMPLOYEE NAMES	1/4"

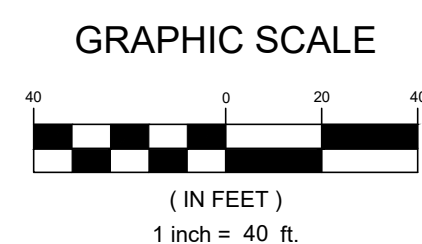
d:\Transportation\_Bridge\Union County\2000F003 - Irving Street Bridge\CAD\B-2000F003-01.dwg 1/15/2024 8:19:54 AM



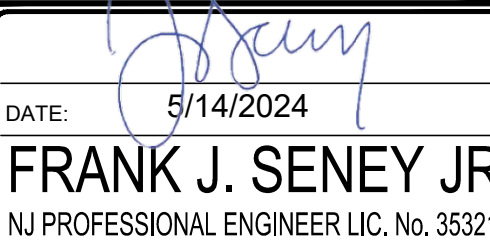


	DETOUR ROUTE
	SIGN LOCATION/ DESIGNATION
	WORK AREA
	DIRECTION OF TRAVEL
	BREAKAWAY BARRICADE TYPE III, WITH SIGN

SCALE: 1"=40'  
LENGTH OF DETOUR: 0.51 MILE



1. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE "NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019," SECTION 159 – "TRAFFIC CONTROL" AND NJDOT 2016 STANDARD TRAFFIC CONTROL DETAILS
2. ALL TRAFFIC CONTROL DEVICES AND MARKINGS SHALL CONFORM TO THE STANDARDS OF THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND "STANDARD HIGHWAY SIGNS" PUBLICATIONS FROM THE FEDERAL HIGHWAY ADMINISTRATION.
3. ANY TRAFFIC CONTROL DEVICES LOST, STOLEN OR DAMAGED SHALL BE REPLACED IMMEDIATELY.
4. ALL SIGNS AND WARNING DEVICES SHALL BE APPROVED BY THE COUNTY ENGINEER OR REPRESENTATIVE.
5. THE CONTRACTOR SHALL NOTIFY UNION COUNTY ENGINEERS OFFICE, AT LEAST 48 HOURS PRIOR TO THE INSTALLATION OF DETOUR SIGNS. CONSTRUCTION SHALL NOT PROCEED ON ANY PORTION OF THE PROJECT UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED BY THE CONTRACTOR AND INSPECTED AND APPROVED BY THE ENGINEER.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF RAHWAY POLICE, RESCUE, FIRE DEPARTMENTS AND SCHOOL DISTRICTS ONE WEEK PRIOR TO THE START OF CONSTRUCTION AND AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.
7. ALL SIGNS SHALL BE LOCATED WITHIN THE MUNICIPAL OR COUNTY RIGHT OF WAY.
8. ALL SIGNS AND BARRICADES SHALL BE FURNISHED, PLACED AND MAINTAINED BY THE CONTRACTOR.
9. MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE IN ACCORDANCE WITH "THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" – PART 6 "TEMPORARY TRAFFIC CONTROL," UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS.
10. THE PLACEMENT AND OR RELOCATION OF PRECAST CONCRETE CURB, CONSTRUCTION BARRIER SHALL BE DONE AT THE END OF EACH WORK DAY. THE BARRIER CURB SHALL BE PLACED ACROSS TO PREVENT VEHICLES FROM ENTERING THE WORK SITE AS SHOWN ON THE PLAN.
11. THE REQUIRED CONSTRUCTION WARNING SIGNS SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. CONSTRUCTION SIGNS SHALL BE REMOVED OR COVERED WITH AN OPAQUE MATERIAL WHEN THE MESSAGE IS NOT APPLICABLE.
12. AS DIRECTED BY THE ENGINEER TWO 'ADVANCE DATE OF CONSTRUCTION' SIGNS OR PVMS, ONE IN EACH DIRECTION, SHALL BE INSTALLED A MINIMUM OF TWO WEEKS PRIOR TO THE CLOSURE OF THE ROAD AND SHALL BE REMOVED ONCE CONSTRUCTION BEGINS.
13. UNLESS OTHERWISE NOTED, ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED BY THE CONTRACTOR AND PLACED BY THEM AT THE LOCATIONS SHOWN ON THE PLANS OR DESIGNATED BY THE ENGINEER. THE LOCATIONS OF THE SIGNS MAY BE MODIFIED BY THE ENGINEER TO ADJUST FOR ACTUAL FIELD CONDITIONS, IF SO DIRECTED BY THE ENGINEER OR THE LOCAL POLICE DEPARTMENT, AND AT THE UNIT PRICE BID, THE CONTRACTOR SHALL SUPPLY AND PLACE ADDITIONAL SIGNS AND BARRICADES
14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL RESIDENCES AND PRIVATE DRIVEWAYS DURING CONSTRUCTION WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR MUST COORDINATE CLOSING OF DRIVEWAYS WITH THE PROPERTY OWNER. THE PROPERTY OWNER MUST BE NOTIFIED 48 HOURS IN ADVANCE OF THE CLOSING. ACCESS MAY ONLY BE BLOCKED DURING WORKING HOURS. FULL ACCESS MUST BE PROVIDED DURING NON-WORKING HOURS.
15. THE CONTRACTOR SHALL PROVIDE ACCESS TO BUSINESSES ADJACENT TO THE BRIDGE TO ALLOW DELIVERIES AND PATRONS TO ACCESS THE BUSINESS. SEPARATE PAYMENT WILL NOT BE MADE BUT THE COST SHALL BE INCLUDED IN THE VARIOUS ITEMS OF THE BID.

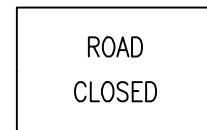


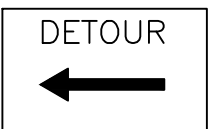
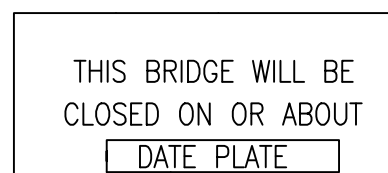
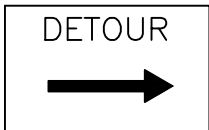

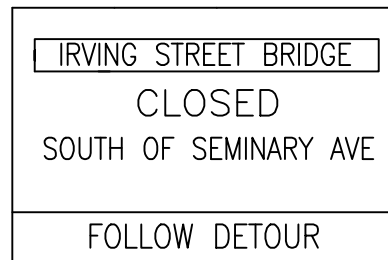




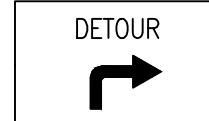

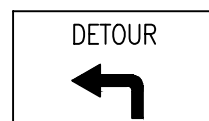


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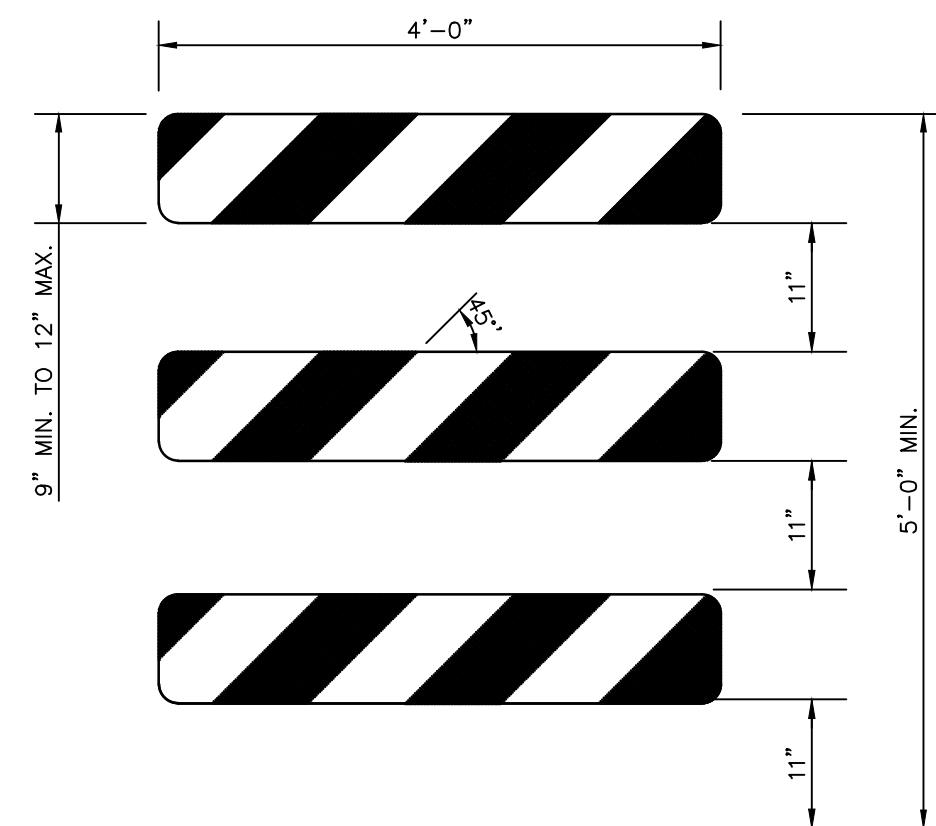
[illegible]REPLACEMENT OF  
IRVING STREET BRIDGE, Ra-10

<u>DRAWN BY :</u> CFC	<u>DESIGN BY :</u> JW/JJM	<u>CHECKED BY :</u> DMS	<u>SCALE :</u> AS NOTE
<u>DATE :</u> JULY 2023		<u>SHEET No. :</u> 19 of 21	
<u>JOB No. :</u> 2000F003			

4/Transportation - Bridge/Union County/200CE003 - Irving Street Bridge/CAD/CYB-2000F003-01.dwg 1/15/2024 8:20:08 AM

LEGEND	SIGN	TYPE	SIZE	QUANTITY	AREA	LEGEND	SIGN	TYPE	SIZE	QUANTITY	AREA	
		COLOR						COLOR				
A		R11-2	48"x30" (10 SF)	0	0 SF	F		M4-8a	24"x18" (3 SF)	2	6 SF	
		BLACK ON WHITE										
B			30"x12" (2.5 SF)	0	0 SF	G		M4-9L	30"x24" (5 SF)	1	5 SF	
		BLACK ON WHITE										
BC-1		4"C 4"C	SPECIAL	60"x36" (15 SF)	2	30 SF	H		BLACK ON ORANGE M4-9R	30"x24" (5 SF)	0	0 SF
									4"C			
BC-2		6"C 8"D 6"C	SPECIAL	72"x48" (24 SF)	2	48 SF	L		W20-2	36"x36" (9 SF)	3	27 SF
									7"D *			
C		R11-3b	60"x30" (12.5 SF)	1	12.5 SF	M		W20-3	36"x36" (9 SF)	3	27 SF	
		BLACK ON WHITE										
D		M4-9XR	30"x24" (2.5 SF)	4	10 SF	N		SPECIAL	24"x24" (4 SF)	1	4 SF	
		BLACK ON ORANGE										
E		M4-9XL	30"x24" (2.5 SF)	6	15 SF			BLACK ON ORANGE				
		BLACK ON ORANGE										

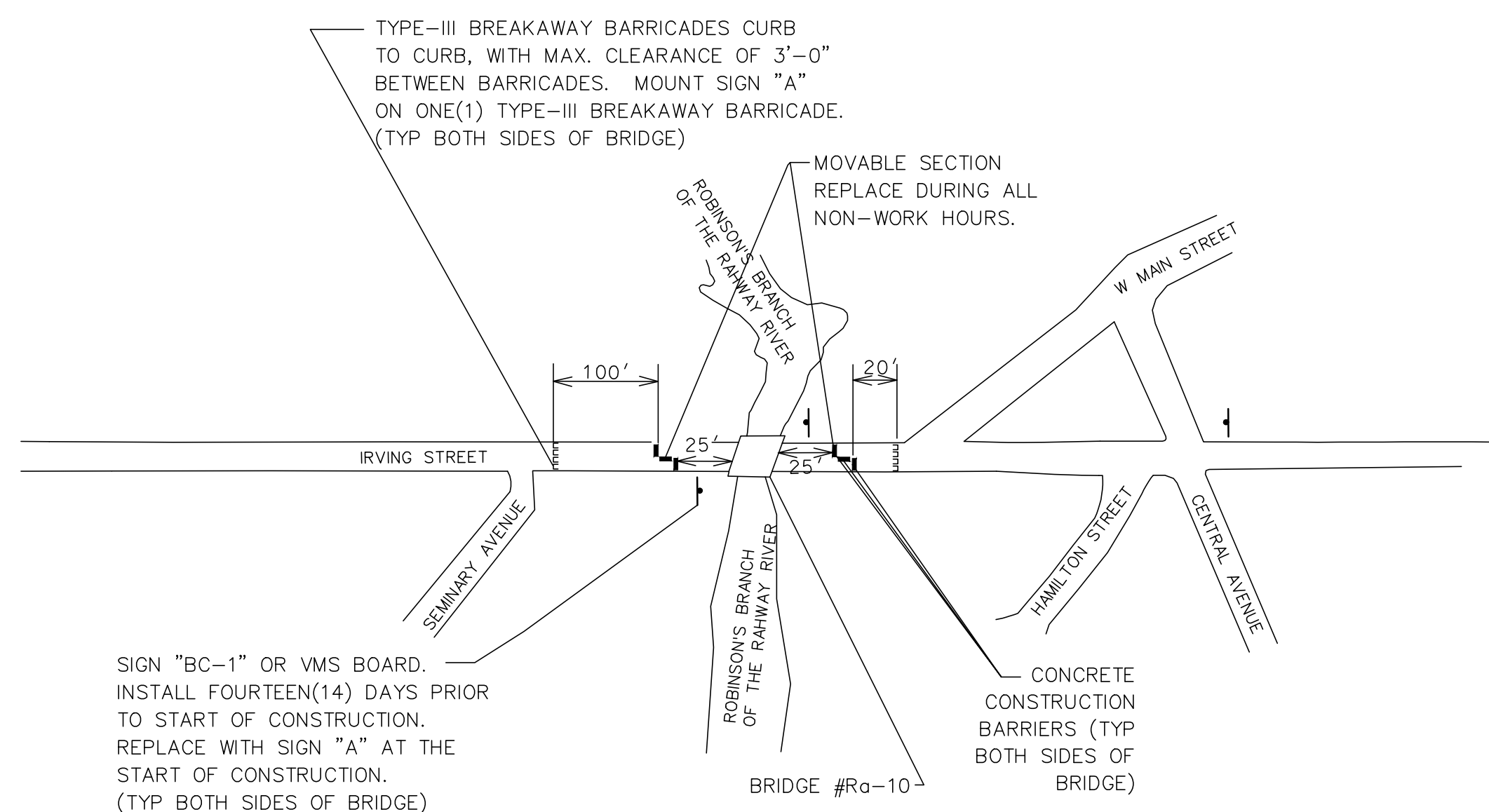
\* SERIES 2000 STANDARD ALPHABET  
LETTER TYPE AND HEIGHT (TYP.)



### TYPE III BARRICADE – FRONT VIEW

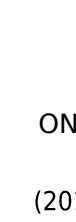
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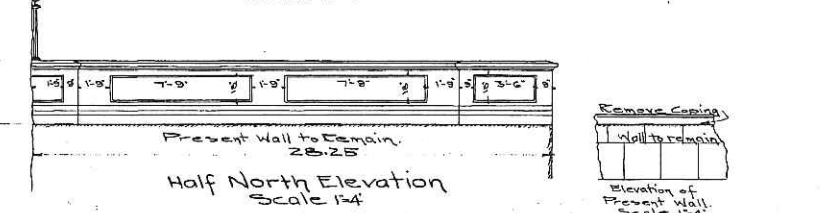
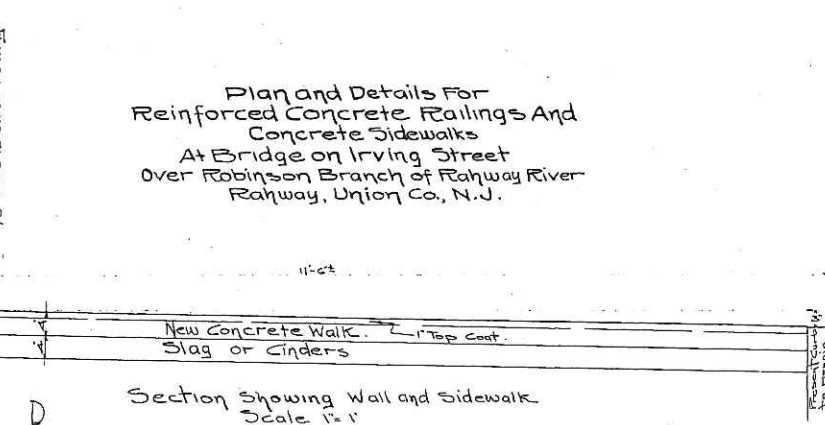
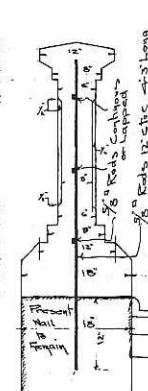
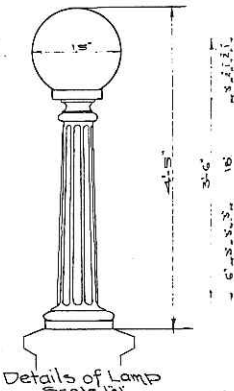
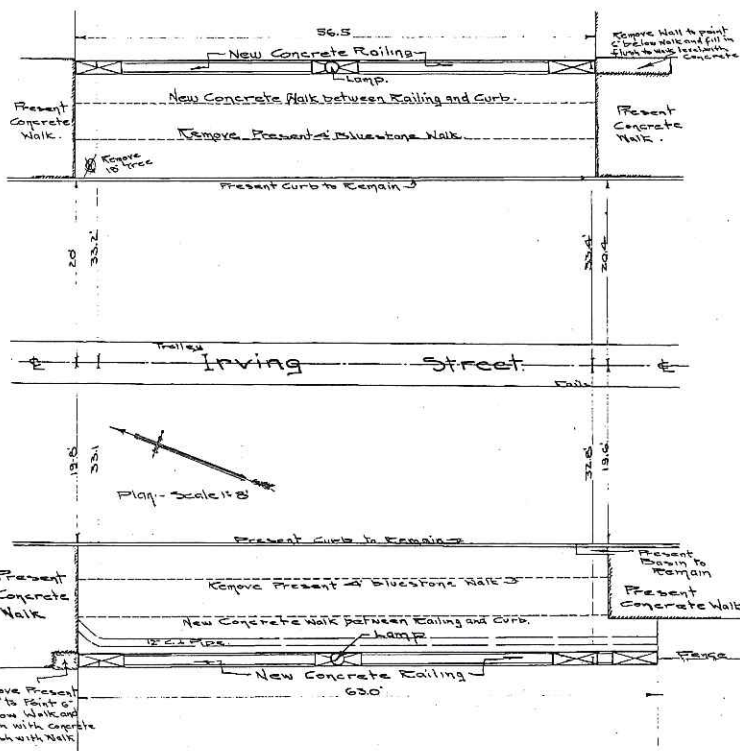
1. THE 9" MIN. x 48" OR 12" MAX. x 48" BARRICADE RAILS SHALL BE FABRICATED FROM 0.125" MAX. PLASTIC SHEETING AND SHALL BE ATTACHED, 4 PER RAIL, WITH 1 INCH NO. 14 PAN HEAD METAL SCREWS OR PLASTIC RIVETS. ALL CORNERS SHALL BE ROUNDED.
2. ANGESE AND SILVER (WHITE) STRIPES SHALL BE RETROREFLECTIVE SHEETING, ASTM D 4956 TYPE III, AS SHOWN FOR CONSTRUCTION SIGNS. ALTERNATE ANGESE AND SILVER (WHITE) STRIPES 6" WIDE SLOPING DOWNWARD AT AN ANGLE OF 45 DEGREES IN THE DIRECTION TRAFFIC IS TO PASS.
3. IF NECESSARY, THE SANDBAGS SHALL BE FABRICATED AND PLACED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.
4. THE FRAMING FOR BARRICADE PANELS SHALL BE NCHRP-350 CRASHED TESTED AND FHWA APPROVED. SEE SPECIFICATION SUBSECTION 617.03.



## WORK ZONE DETAIL

SCALE: N.T.S.

 <b>REMINGTON &amp; VERNICK ENGINEERS</b>				
ONE HARMON PLAZA, SUITE 600 SECAUCUS, NJ 07094 (201) 624-2137, FAX (201) 624-2136 WEB ADDRESS : RVE.COM Certification of Authorization : 24 GA.28003300 <i><b>Excellence • Innovation • Service</b></i>				
DATE: 5/14/2024				
<b>FRANK J. SENEY JR.</b> NJ PROFESSIONAL ENGINEER LIC. No. 35321				
PLANS WHICH DO NOT BEAR AN EMBOSSED SEAL ARE NOT VALID				
ALL DOCUMENTS PREPARED BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO REMINGTON & VERNICK ENGINEERS AND AFFILIATES; AND OWNER SHALL INDemnIFY AND HOLD HARMLESS REMINGTON & VERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.				
		REVISION	DATE	BY /CHK
		No.		
<b>TRAFFIC DETOUR PLAN</b>				<b>NEW JERSEY</b>
UNION COUNTY		<b>REPLACEMENT OF IRVING STREET BRIDGE, Ra-10</b>		UNION COUNTY
CITY OF RAHWAY				
DRAWN BY: CFC	DESIGN BY: JW/JJM	CHECKED BY: DMS	SCALE: AS NOTED	
DATE: JULY 2023		SHEET NO.: <b>20 of 21</b>		
JOB No.: 2006F003				



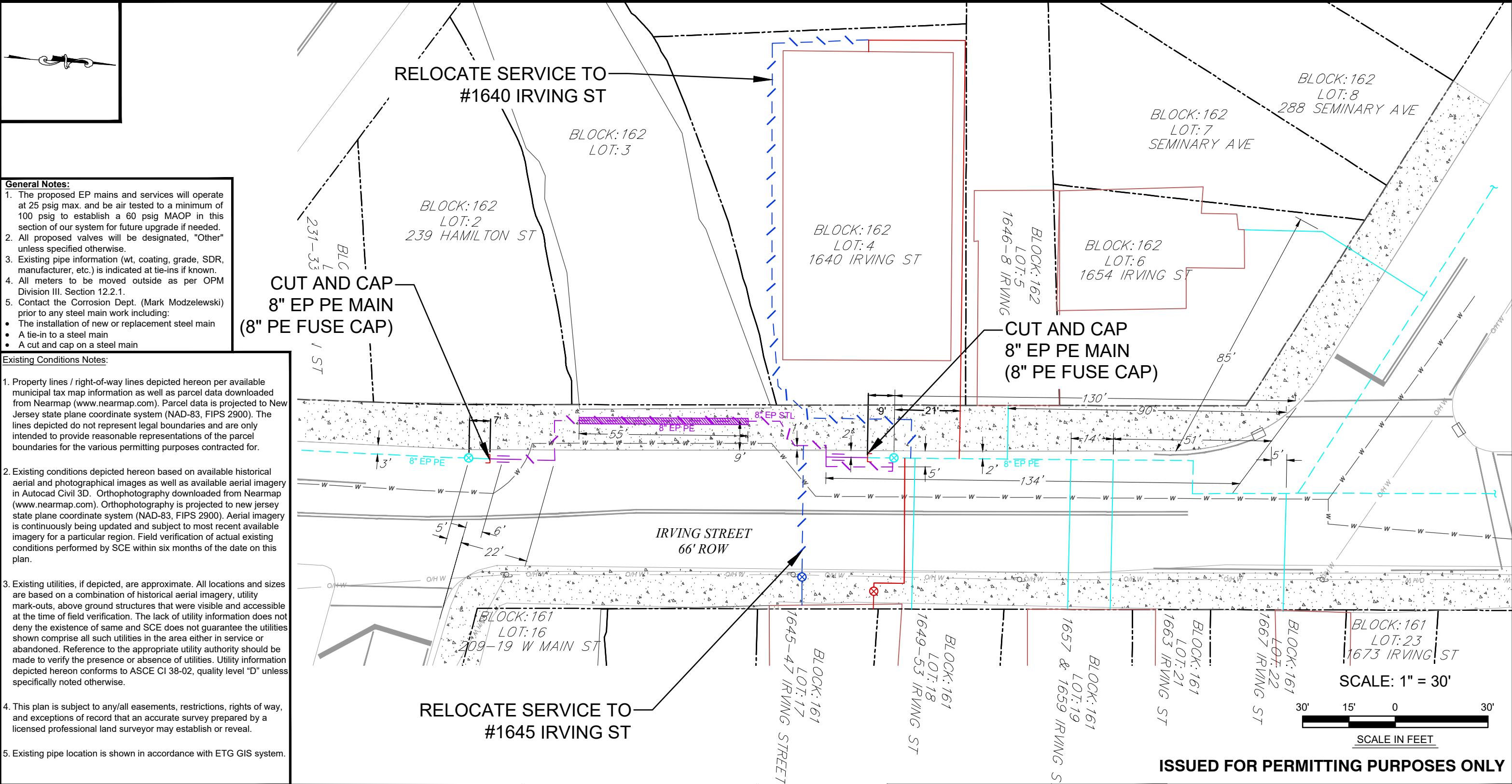
Note: Wall and Posts to be paneled both sides. Panels to be 'pearl Hammered'.

Made For The Board of Chosen Freeholders of Union County, New Jersey March 20, 1924  
J. L. Bauer, Co. Eng'r.

P.L.D.S. 10914

RAHWAY  
BRIDGE No. 10  
MAP No. 44

G:\Projects\13640-01\1\CAD\WIP\PlanSet\13640.011 Highway - Irving St Bridge Replacement.dwg



- General Notes:**
1. The proposed EP mains and services will operate at 25 psig max. and be air tested to a minimum of 100 psig to establish a 60 psig MAOP in this section of our system for future upgrade if needed.
  2. All proposed valves will be designated, "Other" unless specified otherwise.
  3. Existing pipe information (wt, coating, grade, SDR, manufacturer, etc.) is indicated at tie-ins if known.
  4. All meters to be moved outside as per OPM Division III, Section 12.2.1.
  5. Contact the Corrosion Dept. (Mark Modzelewski) prior to any steel main work including:
    - The installation of new or replacement steel main
    - A tie-in to a steel main
    - A cut and cap on a steel main

- Existing Conditions Notes:**
1. Property lines / right-of-way lines depicted hereon per available municipal tax map information as well as parcel data downloaded from Nearmap (www.nearmap.com). Parcel data is projected to New Jersey state plane coordinate system (NAD-83, FIPS 2900). The lines depicted do not represent legal boundaries and are only intended to provide reasonable representations of the parcel boundaries for the various permitting purposes contracted for.
  2. Existing conditions depicted hereon based on available historical aerial and photographic images as well as available aerial imagery in Autocad Civil 3D. Orthophotography downloaded from Nearmap (www.nearmap.com). Orthophotography is projected to new jersey state plane coordinate system (NAD-83, FIPS 2900). Aerial imagery is continuously being updated and subject to most recent available imagery for a particular region. Field verification of actual existing conditions performed by SCE within six months of the date on this plan.
  3. Existing utilities, if depicted, are approximate. All locations and sizes are based on a combination of historical aerial imagery, utility mark-outs, above ground structures that were visible and accessible at the time of field verification. The lack of utility information does not deny the existence of same and SCE does not guarantee the utilities shown comprise all such utilities in the area either in service or abandoned. Reference to the appropriate utility authority should be made to verify the presence or absence of utilities. Utility information depicted hereon conforms to ASCE CI 38-02, quality level "D" unless specifically noted otherwise.
  4. This plan is subject to any/all easements, restrictions, rights of way, and exceptions of record that an accurate survey prepared by a licensed professional land surveyor may establish or reveal.
  5. Existing pipe location is shown in accordance with ETG GIS system.

LEGEND:	
	BOXED VALVE
	BURIED VALVE
	END CAP
	TRANSITION FITTING
	BLANK FLANGE
	3-WAY SPHERICAL TEE CONTINUATION LINE
	CUT-IN TEE
	INSULATED COUPLING
	REDUCER
	NON-INSULATED COUPLING
	D RIP
	PCF
	PIPE CROSSING
PROPOSED MAIN	
PROPOSED NON-IIP MAIN	
PROPOSED SERVICE LINE	
EXISTING LP MAIN (8" W.C. NOP, 14" W.C. MAOP)	
EXISTING EP MAIN (55 PSIG NOP, 60 PSIG MAOP)	
EXISTING HP MAIN (125 PSIG NOP, 125 PSIG MAOP)	
RETIRED MAIN	
MAIN TO BE RETIRED (AFE/WO#)	
RETIRED SERVICE LINE	
PROPOSED EP MAIN (AFE/WO#)	
	REGULATOR PIT/MAIN
	REGULATOR PIT BOX
	LIQUID SEAL TANK

**MATTHEW J. BEKSEL, PE**  
NJ PROFESSIONAL ENGINEER  
LICENSE NO. 24GE05072400

DATE: ###/###/2023

NOTE TO CONTRACTOR:  
BEFORE PERFORMING ANY WORK, THE CONTRACTOR SHALL CONTACT THE "DIG NUMBER" (PHONE 800-272-1000), FOR A MARK-OUT OF ALL UNDERGROUND UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE "DIG NUMBER" AND TO ASCERTAIN THE LOCATION OF ALL UNDERGROUND CONSTRUCTION IN THE AREA OF THE PROJECT.

THE CONTRACTOR SHALL CONDUCT TEST PITS TO VERIFY THE LOCATIONS OF UNDERGROUND UTILITIES WHERE POTENTIAL CONFLICTS MAY OCCUR OR WHERE DISCREPANCIES ARE PRESENT BETWEEN THE PLAN AND UNDERGROUND UTILITY MARK-OUTS.

THESE TEST PITS SHALL BE IN ADDITION TO THE SPECIFIED TEST PIT LOCATIONS AS DENOTED ON THE PLANS AND SHALL NOT BE LIMITED TO EXCAVATION SOLELY BUT INCLUDE ANY ADDITIONAL MEANS TO DETERMINING THE LOCATION OF UTILITIES IN QUESTION.

CALL BEFORE YOU DIG  
1-800-272-1000

TO LOCATE UNDERGROUND UTILITIES  
IF YOU'RE GOING TO DIG, BLAST OR DRILL  
THREE (3) WORKING DAYS NOTICE

REMEMBER  
**IT'S THE LAW!**  
**Dig Safely.**

REVISION TABLE		
#	DESCRIPTION	DATE
1	-	XX/XX/2023
2	-	XX/XX/2023

520 GREEN LANE, UNION, NJ 07083

IRVING STREET BRIDGE REPLACEMENT

CITY OF RAHWAYUNION COUNTYNEW JERSEY

SHEET TITLE:  
ALIGNMENT SHEET - IRVING STREET  
BRIDGE REPLACEMENT - RETIREMENT PHASE

SHEET NUMBER:  
1

DRAWN BY  
EMK

DATE  
1/31/2024

AFE:  
###

CHECKED BY  
MJP

SCALE  
1"=30'

WO:  
##

APPROVED BY  
MJB

SHEET 1 OF 2

SCE:  
XXXXX-XXX





**CHARLES E. ADAMSON**  
NJ PROFESSIONAL LAND SURVEYOR LIC. No. 42627

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[illegible]

# REPLACEMENT OF SERVING STREET BRIDGE, Ra-10

UNU

<u>DRAWN BY :</u> MJ	<u>DESIGN BY :</u> -	<u>CHECKED BY :</u> CEA	<u>SCALE :</u> AS NOTED
<u>DATE :</u> MAY 2016		<u>SHEET No. :</u> 4 of 21	
<u>JOB No. :</u> 2000F003			

