



COUNTY OF UNION
BID SUBMISSION CHECKLIST

RAIN BIRD IRRIGATION SYSTEM UPGRADES
GALLOPING HILL GOLF COURSE
BA# 50-2013

- _____ 1. 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,
OR
_____ Certified Check or Cashier's Check in the amount of 10% of this bid not to exceed \$20,000.
- _____ 2. CONSENT OF SURETY - The Consent of Surety form signed by a Surety Company if the total amount of your bid is over \$36,000, 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 contract.
In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.
- _____ 3. Bid Form Page(s)
- _____ 4. Bidder Signature Page
- _____ 5. Stockholder Disclosure Certification
- _____ 6. Non-Collusion Affidavit
- _____ 7. Affirmative Action Requirement
- _____ 8. Americans with Disabilities Form
- _____ 9. Copy of a State of New Jersey **Business Registration Certificate ("BRC")** issued in the company name of the bidder and in the names of any subcontractors, if applicable
- _____ 10. Certificate from New Jersey Department of Labor – Public Works Contractor Registration Act
- _____ 11. Contractor's Certification of Compliance New Jersey Prevailing Wage Act
- _____ 12. Subcontractor Identification Statement
- _____ 13. Subcontractor Identification Certification
- _____ 14. Experience Statement
- _____ 15. Certificate of Bidder Showing Ability to Perform Contract
- _____ 16. Statement of Bidder's Qualifications
- _____ 17. Contractor Performance Record
- _____ 18. Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders
- _____ 19. Prior Negative Experience Questionnaire – Certification
- _____ 20. Uncompleted Contracts Affidavit
- _____ 21. Certificate of Insurance Statement
- _____ 22. Collection of Use Tax on Sales to Local Governments Statement
- _____ 23. Acknowledgement of Project Labor Agreement
- _____ 24. Time of Completion
- _____ 25. Warranty
- _____ 26. Training
- _____ 27. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER: _____ DATE: _____

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on **June 11, 2013**, at **2:00 p.m.** prevailing time in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

RAIN BIRD IRRIGATION SYSTEM UPGRADES AT GALLOPING HILL GOLF COURSE BA# 50-2013

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

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. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

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.

Bid packages may be obtained by registering and downloading at <http://ucnj.org/bid-specs> or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Michael M. Yuska-Q.P.A, Director of Purchasing.

**UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS**

We're Connected to You!

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 "Invitation to 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 "**Invitation to 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. (See AIA Owner/Contractor Agreement & General Conditions attached.)

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 39, 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 informality in the bids received so long as said waiver is not of a response which is considered to be material and non-waivable pursuant to law.

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 Michael M. Yuska, QPA, 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, Michael M. Yuska, QPA, 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 County Engineer or Design Professional as the case may be and 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 County Engineer, 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 Offices of the County Engineer 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 County Engineer 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 17 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:11-1.1 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 of Union shall award the contract or reject all bids within sixty (60) days; except that the bids of any bidders who consent thereto may, at the request of the County be held for consideration for such longer periods as may be agreed.

The County will return all certified checks or cashier's checks after the proposals have been opened, read, tabulated and checked except those of the three (3) bidders who have bid the lowest total price for carrying out the Project. 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 the said 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. CLASSIFICATION AND QUALIFICATION OF BIDDERS

Pursuant to Ordinance Number 557-2002 as adopted by the County on September 5, 2002, all bidders on contracts for public works shall be classified and qualified in accordance with NJSA 40A:11-25 as well as NJSA 52:35-1 et. seq. (See Section 52 of the General Specifications)

This provision shall not apply to subcontractors.

10. UNCOMPLETED CONTRACTS (BUILDING PROJECTS ONLY)

The Bidder shall submit a current Classification/Prequalification Certificate and accompanying form(s) indicating the dollar amount of uncompleted contracts, and a notarized and itemized list of these uncompleted contracts in the form provided, with their bid. (See form enclosed)

11. BID SECURITY

All Bidders are required to submit a form of Bid Security with their bids. (Bid Bond or Certified Funds)

The Bid Security shall be in the amount of ten percent (10%) of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00), and payable to the order of the "County of Union."

12. 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.

13. INSURANCE REQUIREMENTS

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

1. Automobile Liability Insurance in any amount of not less than \$1,000,000.00 combined single limits for Bodily Injury and Property Damage Liability. A certificate of such current insurance will be provided to the County and will reflect the provision of at least thirty (30) days notice to the County before any major cancellation or major change may be made in the policy.
2. Workers Compensation Insurance insuring the obligations of the Contractor and all Subcontractors under the New Jersey Workers Compensation and Occupational Disability Laws as respects to Work performed under the Contract. Insurance will be extended to include any obligations under the United States Longshoremen's and Harbor Workers Act or any maritime act, when applicable.
3. General Liability Insurance will be provided on a Comprehensive General Liability form with a combined single limit of \$3,000,000.00 per occurrence for Bodily Injury Liability and Property Damage Liability and will include the interest of the County with respect to Work emanating from the Contract with the County. This insurance will include the following:
 - a) Personal Injury Liability
 - b) Blanket Contractual Liability applies to assumption of liability under any written Contract
 - c) Coverage for A, X, C, U exposures, relating to excavation, blasting, underground damage
 - d) Broad Form Property Damage Liability
 - e) Products and/or Completed Operations Liability

A Certificate of Insurance will be filed with the County prior to commencement of any Work. This certificate will contain a provision that insurance afforded under the policies will not be canceled without at least thirty (30) days prior written notice being given to the County.

14. 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 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.”

15. 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.

16. 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”.

17. 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.

18. 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.

19. 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.

20. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 1977, N.J.S.A. 52:25-24.2, the Bidder shall submit with its Bid, or prior to receipt of bids, a statement setting forth the names and addresses of all stockholders in the corporation or partnership bidding who own ten percent (10%) or greater interest therein. (See forms attached)

21. 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.

22. 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.

23. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56a.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 Industry 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 Resolutions No. 1148-98 and 1167-98 adopted by the Board of Chosen Freeholders on September 24, 1998. The resolutions are furnished in Section 38 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.

(See Section 55)

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)

24. 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.

25. 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.

26. NUMBER OF WORKING DAYS

In accordance with NJSA 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.

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

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

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 Commerce shall be observed.

35. 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.

36. 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.

37. PERMITS

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

38. 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.

39. CHANGE ORDERS

Change Order Procedures shall comply with *N.J.A.C. 5:30-11.1 et seq.*, "Change Orders and Open End Contracts" and subsequent provisions of the New Jersey Administrative Code.

40. 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 38. 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.

41. FORM OF CONTRACT

Contracts will be let on the attached Form of Agreement Between County ("Owner") and Contractor (AIA 101), and General Conditions (AIA 201), as supplemented.

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.

42. 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 NJSA 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 17 of these general specifications); b) Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 23& 51); and c) General Release (see Section 38) 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.

43. 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.

44. 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.

45. 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.

46. AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B (Revised 4/10)

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

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, up-grading, 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 Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, 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 Division, 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 contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. 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 Division, 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 Division.

(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 Division and submitted promptly to the Division 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**47. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT
(NJSA 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 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. RESOLUTION NO. 1148-98 AND 1167-98 ADOPTED ON SEPTEMBER 24, 1998 BY THE BOARD OF CHOSEN FREEHOLDERS

In addition to compliance with the New Jersey Prevailing Wage Act, the Contractor shall comply with the requirement as set forth in Resolutions No. 1148-98 and 1167-98 adopted on September 24, 1998 by the Union County Board of Chosen Freeholders.

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS RESOLUTION NO. 1148-98

DATED: 9/24/98

WHEREAS, the Public Contract Law of New Jersey that all contractors and subcontractors pay to the workforce on such projects the prevailing wage rates; and

WHEREAS, it has come to the attention of the Board of Chosen Freeholders that workmen have not at all times received such wages; and

WHEREAS, while the Board of Chosen Freeholders is aware that the State of New Jersey is the actual enforcing arm for such requirements, the Board desires to itself on behalf of such workers put in place a procedure which will further protect the rights of the workers to the payment of accurate and fair wages:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Union; hereby declares that henceforth, as a matter of POLICY;

- (1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1 et seq.
- (2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by the contractor in connection with a public work. Further the County shall have the right to demand such proof as necessary to verify said records.

- (3) All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the work.
- (4) All public works specifications and contracts shall include a clause that requires all contractors and subcontractors to submit properly executed Worker Notification Acknowledgment forms to the County. These forms will be supplied by the County to all approved contractors and subcontractors; a copy of such form is attached as Appendix A. These forms will provide proof that all workers have been made aware of their rights to receive the prevailing wage for the particular craft or trade for which they are employed.
- (5) This resolution shall apply to any projects bid after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

EMPLOYEE NOTIFICATION ACKNOWLEDGMENT FORM*

Pursuant to N.J.S.A 34:11-56.25 *et seq.* as well as N.J.A.C. 12:60 *et seq.*, the Contractor,

_____, has informed me that I will be employed as a
(Name of Contractor)

_____, on the public project designated as, _____.
(Employee's Job Title) (Project Name)

I further acknowledge that my compensation for this job will be _____, plus (+) the Fringe Benefits
(\$ per hour)

_____ for a Total Prevailing Wage of _____. This total is pursuant to the
(\$per hour) (\$ per hour)

Prevailing Wage for Construction Trades in Union County.

DATE: _____

(Print Name)

(Sign Name)

Employer Certification

I hereby certify as to the accuracy of the above information.

DATE: _____

(Name of Company Officer)

(Signature of Company Officer)

*This acknowledgment form is a public record that will be kept to determine compliance with N.J.S.A. 34:11-56.25 *et seq.* Falsification of a public record is a crime. Union County reserves the right to prosecute violators of the Prevailing Wage Act to the fullest extent possible, including, but not limited to, fraud upon a public agency, theft of services, theft of deception, and misrepresentation of public records.

White Copy = Labor Compliance Officer

Yellow = Contractor

Pink = Employee

WHEREAS, the County of Union finds that it is essential to the public safety that any and all public works be performed by competent and trained employees of responsible contracts and subcontractors; and

WHEREAS, the State of New Jersey has recognized and provided for training of employees through Apprenticeship Programs licensed by the State of New Jersey; and

WHEREAS, the County of Union has the right and responsibility to determine that all contractors and subcontractors who perform public work be qualified according to consistent and uniformly applied standards; and

WHEREAS, it is important that the County of Union use a contractor and/or subcontractor who acts with responsibility in complying with applicable wage laws:

NOW, THEREFORE, BE IT RESOLVED, that all applicable regulations, bid specifications and rules of the County of Union shall state that:

(1) The bidder and all contractors and subcontractors on any project for the County of Union must comply with the Prevailing Wage Law of the State of New Jersey, N.J.S.A. 34:11-56.25 et seq., and its regulations, N.J.A.C. 12:60-1, et seq. Employer contributions for employee benefits pursuant to a then existing bona fide collective bargaining agreement shall be considered an integral part of the wage rate paid by employers of any craft or trade in Union County for the purpose of determining the prevailing wage.

(2) As per N.J.S.A. 34:11-56.29 the County shall have the right to inspect the books and records of every contractor and subcontractor showing the name, craft or trade and actual hourly rate of wages paid to each work man employed by him in connection with a public work. Further, the County shall have the right to demand such proof as is necessary to verify said records.

All contractors shall post the prevailing wage rates for each craft and classification involved in prominent and easily accessible places at the site of the Work.

(3) The bidder, and all contractors and subcontractors must employ the ratio of apprentices to journeymen as set forth by the Commissioner of Labor in determining the Prevailing Wage, or, if no such ratio has been established, than at a ratio of one apprentice to every four journeymen.

An apprentice is an individual who, while performing Work on a public project, is registered, in good standing, in an apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship and Training in the United States Department of Labor.

A contractor or subcontractor employing one or more apprentices on a public work project shall maintain with its records written evidence that the apprenticeship program while performing Work on the Project. The contractor or subcontractor shall make all records available for inspection by Union County and by the Commissioner during normal business hours.

Union County and the Commissioner shall have unencumbered access to the employees who are employed on a public project for the purpose of interviewing and determining compliance.

A contractor or subcontractor shall not create job titles and worker classifications that are not consistent with prevailing practices and existing task ratios for a specific building trade's craft for the purpose of circumventing the intent of this resolution.

(4) The bidder, and all contractors and subcontractors must properly classify workers as employees and not as independent contractors, and treat them accordingly for purposes of wages, benefits, workers compensation insurance coverage, unemployment taxes, social security tax and income tax withholding. The criteria identified in the Unemployment Compensation Law at N.J.S.A. 43:21-19(1)(6)(a)(b)(c) and interpreting case law will be used to determine whether a worker is an employee or independent contractor for purposes of this resolution.

- (5) The bidder, and all contractors and subcontractors shall comply with the Prevailing Wage Act and its regulations regarding payment of fringe benefits.
- (6) Any bidder, contractor or subcontractor who fails to maintain throughout the entire duration of the Project full compliance with the foregoing requirements and qualifications shall be subject to one or more of the following sanctions:
 - A. Cessation of Work.
 - B. Removal from Project.
 - C. Withholding of payment until compliance is obtained.
 - D. Damages resulting from efforts taken to correct or sanction for failure to comply, such as costs of delay, or of obtaining new Contractor to complete Work.
- (7) A general contractor shall be liable for any violations by any subcontractors. The County reserves the right to investigate project sites for any and all possible violations. Contractors who have been determined to be in violation of this Resolution on any project for Union County will be reported to the Commissioner of Labor that debarment proceedings be instituted against the delinquent contractor.
- (8) The foregoing qualifications and requirements shall be binding on any and all bidders, contractors and subcontractors who perform Work on any public work, as defined in the Prevailing Wage Act, bid by the County of Union without regard to their affiliation, or lack of affiliation, to any labor or construction organization or association, and shall not be deemed to require or mandate the use of employees who are members of unions or any labor organization.
- (9) This Resolution shall apply to any projects bids after the passage of this Resolution and shall not apply to any project already under construction or for which bid specifications have been issued.

53. ORDINANCE NO. 557-2002 ADOPTED ON SEPTEMBER 5, 2002 BY THE BOARD OF CHOSEN FREEHOLDERS

Ordinance No. 557-2002 adopted on September 5, 2002 by the Board of Chosen Freeholders on Preclassification of Bidders by the NJDPMC (if applicable) pursuant to Ordinance No. 557-2002, the County of Union requires all bidders on projects for the construction, reconstruction, demolition, alteration, repair or maintenance of public buildings to be preclassified by the State of New Jersey, Department of Treasury, Division of Property Management and Construction ("DPMC").

Bidders must provide proof of classification in the form of a Certificate/Notice of Classification from the DPMC showing a sufficient aggregate rating to cover their bid amount, which is active on the date of receipt of these bids. Further, Bidder must also provide proof of preclassification in the applicable/appropriate trade code necessary for Work on the Project.

AN ORDINANCE IN ACCORDANCE WITH N.J.S.A. 40A:11-25 ESTABLISHING REASONABLE REGULATIONS APPROPRIATE FOR CONTROLLING THE QUALIFICATIONS OF PROSPECTIVE BIDDERS UPON CONTRACTS TO BE AWARDED ON BEHALF OF THE CONTRACTING UNIT, BY THE CLASS OR CATEGORY OF GOODS AND SERVICES TO BE PROVIDED OR PERFORMED AND FIXING THE QUALIFICATIONS REQUIRED ACCORDING TO THE FINANCIAL ABILITY AND EXPERIENCE OF THE BIDDERS AND THE CAPITAL AND EQUIPMENT AVAILABLE TO THEM PERTINENT TO AND REASONABLY RELATED TO THE CLASS AND CATEGORY OF SERVICE TO BE PERFORMED IN THE PERFORMANCE OF ANY SUCH CONTRACT.

WHEREAS, N.J.S.A. 40A:11-25 provides that the governing body of any contracting unit may establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded on behalf of the contracting unit, by the class or category of goods and services to be provided or performed; and

WHEREAS, N.J.S.A. 40A:11-25 also states that the regulations established by the governing body may fix the qualifications required according to the financial ability and experience of the bidders and the capital and equipment available to them pertinent to and reasonably related to the class and category of service to be performed in the performance of any such contract; and

WHEREAS, N.J.S.A. 40A:11-25 also requires that prior to the adoption of any such regulations, a contracting unit shall submit them to a public hearing and notice and a general description of the subject matter shall be published in not less than two newspapers; and

WHEREAS, N.J.S.A. 52:35-1 et seq. and 18A:18A-27 et seq. establish qualifications for the experience and financial abilities of bidders and the capital and equipment available to them relative to the specific services to be performed; and

WHEREAS, currently state officials, under the Department of Treasury, Division of Property Management and Construction, classify all prospective bidders as to the character and amount of public works on which they shall be qualified to submit bids and bids shall be accepted only from persons qualified in accordance with such classifications; and

WHEREAS, application for classification is open to all Contractors, regardless of the size of the business; and

WHEREAS, classification is based on general standards equally applicable to all Contractors; and

WHEREAS, classification is expressed in terms of trade and an aggregate rating determined on the basis of experience, financial ability, equipment and capital; and

WHEREAS, generally aggregate ratings can range from 0 to \$200,000.00; and

WHEREAS, the County of Union will determine the aggregate rating it will require on contracts depending on the size and expense of the Project, but at no time shall the required aggregate rating exceed \$25,000,000.00 for any one project; and

WHEREAS, such provisions are of considerable benefit to the County and to bidders by insuring that such bidders have the requisite experience, expertise and resources necessary to effectively perform the terms and conditions of the contract:

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Union that it formally adopts as **Policy** that all prospective bidders for building construction projects be classified in accordance with the Department of Treasury – Division of Property Management and Construction pursuant to N.J.S.A. 52:35-1 et seq. and N.J.S.A. 18A:18A-27 et seq.

BE IT FURTHER ORDAINED that the Board of Chosen Freeholders of the County of Union hereby adopts the classification of bidders by the New Jersey Department of Treasury, Division of Property Management and Construction as a reasonable regulation for controlling the qualifications of prospective bidders upon contracts to be awarded for construction on behalf of the County of Union.

BE IT FURTHER ORDAINED that the provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

BE IT FURTHER ORDAINED that a public hearing shall be held on this ordinance on September 5, 2002 at the meeting of the Board of Freeholders, County Administration Building, Elizabeth, New Jersey.

BE IT FURTHER ORDAINED that the Clerk of the Board of Freeholders of the County is hereby directed to publish and post notice of this ordinance as required by law.

BE IT FURTHER ORDAINED that within 10 days hereof the Clerk of the Board of Freeholders of the County shall forward certified copies of this ordinance to the County Manager, Director of Finance, County Counsel, and Division of Local Government Services.

This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

54. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE New Mandatory Requirement -Effective 1/18/2010

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

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

Proof of business registration shall be

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

Register online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>. Click the "online" link and then select "Register for Tax and Employer Purposes" or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.

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

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

IN ADDITION:

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract:

- 1) the Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, the Contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) during the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, 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 this State.

A Contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

55. 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.

ARTICLE 1 - PREAMBLE

WHEREAS, the COUNTY OF UNION, on behalf of itself, and Project Management Firms ("PMF") acting as Construction Managers, and reflecting the objectives of the COUNTY OF UNION ("UC"), as Owner, desires to provide for the efficient, safe, quality, and timely completion of a construction project for the County in a manner designed to afford lower reasonable costs to Union County, the Union County Freeholder Board, and the Public it represents, and the advancement of public policy objectives; **(See Project Labor**

Agreement attached)

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 Projects.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
- (8) 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 ("Agreement") entered into by and between UC and its successors and assigns, General Contractors to be named, for certain construction Work to be performed on construction performed pursuant to the "Local Public Contracts Law" 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.

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 Project Management Firm 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; County of Union (UC) 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

The Agreement shall not become effective unless executed by the BTC, the PMF, and the General Contractor 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 Project Management Firms 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. This Agreement shall be administered by the 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. 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 PMF nor any Contractor shall be required to sign any other 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 PMF.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The 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 CONSTRUCTION PROJECT MANAGER

UC 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. UC 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 UC in determining which Contractors shall be awarded contracts for Project Work. It is further understood that UC 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 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 building construction conducted by the County of Union pursuant to the "Local Public Contracts Law" in the State of New Jersey. This scope of Work may be amended time to time by UC to include Work not performed under the "Local Public Contracts Law".

The scope of Work is confined to the on-site Project Work contained in the scope of the General Contractor's final construction contract.

SECTION 2. EXCLUDED EMPLOYEES

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

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;

Employees of UC or any State agency, authority or entity or employees of any municipality or county or other public employer;

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 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, asphalt and item 4 which are covered by this Agreement.

Employees of the PMF or General Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

Employees engaged in on-site equipment warranty.

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

Employees engaged in laboratory or specialty testing or inspections;

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 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 owners, the PMF and/or any Contractor. The Agreement shall further not apply to UC 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 UC 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 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).

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); 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 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 NJ law for 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.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (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 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. MINORITY AND FEMALE REFERRALS

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 UC's 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

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable Schedule A local agreements, as amended from time to time, but only for the period of time during which they are performing on-site Project Work and only to the extent of rendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Union, signatory to this Agreement, which represents the craft in which the employee is performing 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, 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 craftsman 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 the PMF), one representative, and 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 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 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 work 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".

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 who shall serve as Arbitrator under this expedited arbitration 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, UC, the PMF, the BTC, and the GC.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC, the Local Union involved, the BTC, and the PMF, 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.
- 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 the 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. THE LOCAL ADMINISTRATIVE COMMITTEE WILL MEET ON A REGULAR BASIS TO:

- (1) Implement and oversee the Agreement procedures and initiatives;
- (2) Monitor the effectiveness of the 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 Building and Construction Trades Council or his designee, and designated official of UC. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the 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 with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the 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, 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 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, who shall act as the Arbitrator under this 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. 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 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

The General Contractor 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 PMF, 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 the area practice.

SECTION 3. PROCEDURE FOR SETTLEMENT OF LABOR DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project Work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("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 Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be 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 select Plan Arbitrator Pierson to hear all unsolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If Plan Arbitrator Pierson is not 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. In the event that a union involved in the dispute is not a member of the BTC, the dispute shall be submitted directly to Arbitrator Pierson.
- D. The Arbitrator will 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.
- E. This Jurisdictional Dispute Resolution Procedure will only apply to Work performed by Local Unions at the Project.
- F. 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 jurisdictional award pursuant to Section 3 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 Jurisdictional Dispute 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; not 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

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.

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, 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; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as are explicitly required under N.J.S.A 34:11-56.30 of the New Jersey State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under N.J.S.A. 34:11-56-30. Contractors shall not be required to contribute to non-N.J.S.A 34:11-56.30 benefits, trusts or plans.
- 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 until the dispute has been resolved.

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.
 - (2) Four-Day Work Week: Monday-Thursday; 4 days, 10 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 7:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor.
- C. Scheduling - The Contractor shall have the option of scheduling either a five-day work week, or four-day work week (when mutually agreed upon on a craft-by-craft basis). The Contractor shall also have the option to set the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with County operations traffic flow. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4, 10's) during the calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.
- D. 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 County operations. 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. Four Tens - When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.
- E. It is agreed that when Project circumstances require a deviation from the above shifts, the involved unions, Contractors and the General Contractor 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 Years Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

*Work shall be scheduled on Good Friday pursuant to the craft's Schedule A.

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 except in Presidential Election years when Election Day is a recognized holiday.

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 and except where an applicable Schedule A requires a full weeks pay for forepersons.

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 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 received 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 not 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 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedules A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate 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.

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 PMF for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and 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 limited to travel expenses.

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 the Unions will cooperate in seeking any New Jersey statutory 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, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the 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 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 the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the 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 UC, the Project Management Firm, 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 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 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 negotiations 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 not 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 hereto have, either individually or by their duly authorized representative, caused this Agreement to be executed and to become effective as of the _____ day of _____, 2011.

ATTEST:

COUNTY OF UNION

JAMES E. PELLETTIERE, CLERK
Board of Chosen Freeholders

By: _____
ALFRED J. FAELLA
County Manager

APPROVED AS TO FORM

ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:

CONTRACTOR

Corporate Secretary/Notary Public

President/Authorized Signatory

Print Name

Print Name

Print Title

ATTEST:

CONSTRUCTION MANAGER FIRM

Corporate Secretary/Notary Public

President/Authorized Signatory

Print Name

Print Name

Print Title

UNION COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

and on behalf of the following: Asbestos Local #32, Boilermakers Local #28, Bricklayers Local #4, Carpenters Local #715, Electricians Local #102, Elevator Construction Local #1, Ironworkers Local #480, Laborers Local #394, Operating Engineers Local #825, Painters Local #711, Plumbers Local #24, Roofers Local #4, Sheet Metal Workers Local #22, Sheet Metal Workers Local #25, Sheet Metal Workers Local #137, Sprinkler Fitters Local #696, Steam Fitters Local #475, Teamsters Local #408

ATTEST:

Witness

Print Name

**LETTER OF ASSENT REQUIRED FROM ALL SUBCONTRACTORS
(OF ANY TIER)**

County of Union Project Labor Agreement

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of 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 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, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certified that it has no commitments or agreements, which would preclude its full compliance with the terms and conditions of said Project 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.

DATED:

Name of Contractor/Company

Signature of Authorized Representative

Print Name and Title

General Contractor

Contract Number (BA#)

*** To be signed if Project is subject to Project Labor Agreement – See Section 55.**

56. 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.

57. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

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

58. 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 NJSA 19A:44A-1 et. seq. are NOT REQUIRED to be provided with the bids.

59. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to NJSA 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.

60. 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," (NJSA 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).

BUSINESS REGISTRATION CERTIFICATE
New Mandatory Requirement – Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer 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 CCPs.

If subcontractors are named on the CCP, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, 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 CCPs.

Proof of business registration shall be:

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

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

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the CCP is considered a **MANDATORY REJECTION** of CCPs (A **NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction CCPs.

IN ADDITION:

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

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

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

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

(3/27/12)

INTENT: The purpose and intent of this bid is to obtain a vendor to furnish and install **Upgrades to the Existing Rain Bird Automatic Irrigation System** for Union County Galloping Hill Golf Course in Kenilworth New Jersey.

SPECIFICATIONS

SECTION ONE: MATERIAL SPECIFICATIONS

I. General Material Specifications

The intent of these specifications is to define the necessary materials and labor required for the upgrading of the existing Rain Bird irrigation system at Galloping Hill Golf Course in Kenilworth, NJ. Galloping Hill has an existing Rain Bird control system and sprinklers that were installed in 1995. Since installation, there have been several changes and replacements made over time to this system, and the existing equipment is in various states of condition. The goal of this project is to incorporate all useable existing equipment and upgrade and or replace some failing equipment, to end up with a completely, functioning, surge protected and grounded system that utilizes the existing Rain Bird wire path's for communication. The scope of this project will include significant upgrades to the existing Control System, Pump Station, as well as to improve surge protection and grounding of the system. The prefabricated pump station control panel design, fabrication, testing and service shall be the sole responsibility of the pump station control panel manufacturer. The pump station control panel shall provide water to the system while simultaneously maintaining a constant discharge pressure by using a prefabricated pump station control panel with variable frequency drive (VFD) for pressure regulation, under varying flow conditions up to the maximum specified capacity. Wireless Communication will be furnished and installed between the proposed pump panel and must be compatible with Rain Bird Nimbus Central Controller.

Central Controller Upgrade

The existing Rain Bird Central Controller will be upgraded from NIMBUS to NIMBUS II software, including the latest model Rain Bird NIMBUS II computer hardware using Rain Bird part # H94001G1. Central Upgrade shall also include one each FREEDOM, SMART WEATHER, AUTOMATIC ET, MAP UTILITIES, MAP LAYERS, and SMART PUMP software modules. A new MIM 2 Wire Maxi Interface Module, part # F74000, Smart-UPS 750VA Battery Backup and Power Conditioner System is also to be supplied as part of this upgrade. The existing wire paths will remain and be re-used as part of this upgrade. Along with the necessary Hardware and Software above, two each of part #001351 - 2 Year GSP extensions are to be supplied, making the amount of GSP support five years in total. A wall mount Rain Bird central equipment cabinet that houses the MIM, Freedom and related, must also be supplied and installed. A Smart-UPS 750VA Battery Backup and Power Conditioner System, model # SMT750 as manufactured by APC, with a minimum of eight outlets, will be provided and installed by the contractor for use at the central.

The computerized central control system shall be the Rain Bird Nimbus™ II as hereinafter specified. It shall be capable of controlling three (3) independent, 18-hole golf courses, plus one "other" area, each

consisting of greens, tees, fairways, approaches, perimeters, roughs and miscellaneous areas. The central shall include the Rain Bird Nimbus II Computer Assembly, a field hardware (satellite, decoder, or Integrated Control) interface, an uninterruptible power supply rated at 980 Watts or higher, a power circuit surge arrestor and a grounding network grid with surge arrestors, all as hereinafter specified.

All Nimbus II central control systems shall be “Hybrid” compatible. Nimbus II Hybrid computer systems shall have the flexibility to control up to three (3) field interfaces in any combination of interface type. Each of the interfaces will require a separate serial port for each device.

The Nimbus II system shall provide for the selection of three (3) different flow measurement units - U.S. gallons per minute (GPM), cubic meters per hour (M³/H) or liters per second (L/S). It shall also provide for the selection of any one of 22 different languages for display.

Nimbus II Software Capacity —The Nimbus II software shall operate in the Microsoft® Windows® 7 or better, 32-bit environment and shall be capable of controlling any one (1) or up to three (3) of the four (4) types of Rain Bird field control systems: hard-wired satellite controllers; LINK or LINK900 radio-operated satellite controllers, decoder field devices, or IC System.

Continuous “real-time” communication - Between the central computer, interfaces and field satellite controllers, decoders or IC modules, the system shall provide continuous operation and response at all times. Continuous field “feedback” status information shall be registered in the computer software and also at the satellite interface when satellite systems are used. Nimbus II shall be a program/schedule-based system providing maximum flexibility of programming and giving the operator absolute and full control of the entire system. The Nimbus II system shall be capable of unlimited programs residing in the system at one time. Each program shall be further defined by a number of smaller schedules. A maximum of 50 programs and up to 50 schedules per program may be operated simultaneously. All programming shall be maintained in the computer memory and on the hard drive, from which they shall be executed. Programming shall NOT be “downloaded” to the field satellites. It shall NOT be possible to change or reprogram from the field thus assuring the operator full control at all times.

A “time window” may be defined for each individual program, confining its operation to this specific time period. Individual programs shall be capable of being designated for up to six (6) start times. Individual schedules shall be capable of being designated for up to 12 start times within the specified time window for their program. It shall be possible to designate the sequence of operation of areas and the sequence of operation of stations in these areas, within a given schedule.

Dynamic Flo-Manager® feature shall be included with the software and automatically distribute and limit flow within the system, to eliminate hydraulic “overload” while maintaining maximum system operating efficiency, without the requirement of entering flow zone or branch piping data. The system shall also be capable of entering complete flow management database information for up to six (6) independent pump stations; up to 250 piping network branches and up to 999 flow zones for each pump station. This shall result in the highest efficiency of pump station operation, shortest watering cycle time and conservation of energy. During operation, individual flow graphs shall be automatically generated

for each of the three (3) courses, with individual station activity information being presented in colorful charts. Flow graphs shall be automatically stored in the software for future access and reference.

Pump Profiling™ - Nimbus II shall provide user-definable limits for irrigation system capacity to manage system flow and decrease power consumption during peak electrical periods. If so desired, the user shall define irrigation system capacity for each hour of the day to optimize system efficiency according to electrical demand. The Nimbus II software shall automatically increase or decrease system capacity according to these user-defined limits.

Programming Flexibility - The Nimbus II system shall also provide for programs to be set to adhere to manual water budgeting; at the system level, at the individual program level and/or at the individual schedule level. A watersaver feature shall provide water budgeting capabilities from zero (0) to 300% in one (1) % increments. Automatic rain shutdown shall be possible with the integration of a rain sensor.

A guided initialization and “start-up” programming method in Nimbus II shall result in a customized QuickStart™ program that gets the system “up” and “operating” in the shortest possible time. Built-in rotor database tables shall provide for easy specification of station sprinklers for custom irrigation scheduling. Precipitation rates for each station shall be automatically calculated with the selection of sprinkler model, pattern and spacing.

A QuickIRR™ method of programming shall provide for a method to automatically build programs to meet all irrigation challenges and allow programming by specific areas and designating sequence of operation of these areas. This feature is enhanced in Nimbus II by providing the ability to program multiple courses. Select the course, hole, area, sequence and run time and Nimbus II will calculate the most efficient irrigation sequencing.

A “Dry Run” feature shall provide for simulation of a program prior to operation, enabling the user to make the necessary adjustments before actually operating it in the field. A printout of the “dry run” results shall be possible, as well as being displayed on the monitor.

The Nimbus II Cycle + Soak™ feature works with Flo-Manager to achieve maximum efficiency and conservation. It helps control water application on slopes and in areas with poor drainage. Cycle + Soak shall maintain pump station demand while preventing over application in challenging areas of the course. The Cycle + Soak feature will ensure the maximum cycle time defined by the user is never exceeded and will not change with changes in station runtime.

Graphical display of the golf course can be achieved using GPS, CAD, aerial photograph or the Scorecard function. Each hole can be defined to indicate the areas to be irrigated such as greens, tees, fairways, approaches, perimeters, roughs and miscellaneous areas. The system shall provide for multi-station programming and operation of individual stations. A station data table shall give complete database information for each individual station.

The FREEDOM System™ - The Nimbus II system shall be capable of direct manual access of any station at any time. Full system remote control via handheld radio or remote telephone commands shall be possible with the integration of The FREEDOM System™ and handheld software module.

Logs and Troubleshooting - The Nimbus II system shall provide for an individual course, daily and seasonal logs for record keeping and easy compliance with regulatory requirements regarding water usage. A unique “Cost Estimator” feature shall provide projections of water and power costs for specific irrigation cycles, which can be used in establishing budget requirements.

II. Freedom System Remote Control Radio Upgrade

A Rain Bird Freedom Radio System will be added, the following components will be supplied: Model H59594 Freedom SPL Radio Kit, a Rain Bird ANT-03 Antenna with all necessary cables and mounting hardware, and 3 each Kenwood model COMBO3180 Hand Held Radio with DTMF keypad and chargers. One each HA-1100 Rain Bird POLYPHASER antenna surge arrestor shall also be included for surge protection on the antenna cable.

General—The Rain Bird central control system for golf course irrigation shall be enhanced by the integration of the Rain Bird FREEDOM System for remote communication and operation. The FREEDOM System shall be a radio operated system that integrates with the Rain Bird computerized central control irrigation system and shall provide control of the central control system from remote locations. It shall also provide voice communication to and from the field or from a remote location. Additional operation of the control system shall be possible by means of remote telephone communication. The FREEDOM System, Rain Bird model H59504 (Narrowband Frequency 450-470MHz) shall consist of the specific features and various pieces of equipment, as hereinafter specified and shall provide the level of control as called for in the following specification.

Repeating Paging Terminal at the Central Control Location—Furnish and install, in Central Equipment Cabinet, Nimbus central control equipment but at least 3'-0" away from the computer monitor to avoid interference with the monitor, a Rain Bird model FRX-452 Narrowband Synthesized Repeater. The repeater shall have a standard transmit frequency of 452.725 MHz and a receive frequency of 457.725 MHz, and a tone of 100 Hz. The Synthesized Repeater shall have two (2) RJ-11 type phone jacks – one for communication to the computer – marked “Remote” and the other for communication from a telephone – marked “Phone Line.”

The unit shall be complete with FP-2PC Special Communication Cable for connection to the serial port of the computer. The unit shall also have a power cord for connection to a power supply that is selectable to 120/240 VAC and 60/50 Hz. The unit shall have a 4.0 AMP replaceable type fuse. In addition, the Synthesized Repeater shall have a “Power On” LED indicating light and a “Transmit” LED indicating light. The unit shall have an antenna connection that will receive an N connector type coaxial cable. The Synthesized Repeater shall be for desk top or wall mounting and shall be installed as shown on the plans or as directed.

Base Antenna—Furnish, as part of The FREEDOM System, a ANT-03 Base Antenna with 5 db gain. The antenna shall be mounted at a suitable location on the building near the Central FREEDOM Base Unit (Synthesized Repeater) or on a suitable antenna tower. The Antenna shall be securely clamped to a 1.5" diameter antenna mast as least 15'-0" in length. The antenna mast shall be secured to the building or tower using proper mounting brackets and shall extend the antenna no less than 5' beyond any nearby obstruction and at least 20' from any other antennas.

Antenna Ground Wire Terminal Lug—Furnish and install on one leg of the “U” Bolt Clamp of the Base Antenna a PANDUIT Model CX70-14-C copper grounding terminal lug. Furnish and install a #6 Gauge bare copper ground wire. One end of this wire shall be connected into this ground terminal lug and the wire routed down the antenna mast and the side of the building or tower and connected to Central grounding grid using a brass clamp. The ground wire shall be secured to the mast and the building or tower using proper standoff insulators.

Surge Arrestor—Furnish and install, outside the building just below the antenna and close to ground level, a PolyPhaser Model IS-IE50LU-C1 RF coupled shield/DC blocked 1.5-2600 MHz Coaxial Cable Surge Arrestor complete with mounting bracket for surface wall mounting. Throughput energy shall be <600uJoules, shall have a frequency range of 50 to 750MHz, and with maximum power of VHF 375W and UHF 125W. It shall have a surge capacity of 50kA ANSI C62.1 with an 8/20 wave form at 500 Joules. Turn ON shall be 600 VDC +/- 20%. Turn ON “Time” shall be 2.5ns for 2kV/ns. VSWR shall be >1.1 to 1 over frequency range. Insertion loss shall be >0.1dB over frequency range. Operating temperature range shall be -50 to +125 degrees Celsius.

The Surge Arrestor shall have female type N connectors and grounding stud with a nut for connection of a ground wire. Furnish and install a #10 Gauge or larger bare copper ground wire. Using a closed ring wire spade, connect one end of the ground wire to the ground stud on the surge arrestor and secure it with the nut. Route and connect the other end of the ground wire to one rod of a 3-rod grounding grid using a brass clamp. Route round wire the straightest and the shortest possible – making sure there are no sharp bends of “kinks” in the wire.

Coaxial Cable—Furnish two (2) 25'-0" lengths of type RG-8/N coaxial cable complete with end connectors on each length of cable. Connect one end of one of the coaxial cables to the coaxial connector on the base antenna. Connection shall be properly weatherproofed with sealant tape formed over the entire connection and finished with a double wrap of electrical tape. Route the cable down the mast and the side of the building or tower attaching the cable securely with approved type standoff insulators. Enter the building with the coaxial cable by forming a drip loop and entering below the PolyPhaser Surge Arrestor. Connect the cable to the female N connector marked “Antenna” on the PolyPhaser Surge Arrestor. Take the second coaxial cable and connect one end to the female N connector marked “Equipment” on the PolyPhaser Surge Arrestor. Route the coaxial cable over the Repeater Paging Terminal unit and connect it to the N connector on this unit.

FREEDOM Handheld Radio Field Unit—Furnish a Rain Bird Model FTX-454 FREEDOM Handheld Field Radio Unit with a DTMF keypad for remote field operation of the Maxi Central Control Irrigation

system. The unit shall be complete with UHF antenna, channel select knob for 11 different channel selections, an “ON-OFF” volume control, a transmit/busy lamp, an audio jack used for custom programming, a monitor button, a Push-to-Talk button, a speaker, a microphone, a rechargeable battery, a touch tone DTMF keypad and with drop-in charger contacts. The radio unit shall be such that it can access Rain Bird central control functions from the field providing direct access the central control system software. It shall provide field control for any given individual station up to total system control. The FREEDOM Handheld Radio unit shall also provide communications access to other radios used on the course.

Battery Charger—Furnish a Rain Bird model FCP-FS Quick Rate Charger unit and Model BCP-AD Drop-in Charger Adapter. The charger unit shall be complete with “plug-in” type transformer with power cord for direct “plug-in” to a 120 VAC duplex outlet plug.

Summary—The FREEDOM System shall be a complete package, consisting of the various pieces of equipment previously specified above and including but not limited to all other peripheral items that may be necessary for the complete and proper installation of the system. The FREEDOM System models shall be as heretofore specified and as furnished by Rain Bird Corporation, Azusa, CA, USA.

III. Rain Bird Mobile Interface (MI) Controller Software License

A Rain Bird model H49770, MI Professional Software license shall be supplied for system remote control use with an internet ready cell phone or tablet. Tablet and or Cell Phone for remote operation will be supplied by others.

General—The Rain Bird central control system for golf course irrigation shall be enhanced by integration of the Rain Bird[®] MI Series Mobile Controllers package for remote operation via the internet, using a cellular phone. This integration shall be compatible with a wide variety of common cellular technologies including, but not limited to Apple, Windows^{®α} Mobile, Palm^{®β}, Blackberry^{®γ} and Nokia^{®δ}.

The Rain Bird[®] MI Series Mobile Controllers package shall utilize an internet connection at the irrigation computer, the Rain Bird[®] MI Series Mobile Controllers software which integrates with the Rain Bird computerized central control irrigation system and Rain Bird[®] MI Series Mobile Controllers Professional software license keys. Rain Bird[®] MI Series Mobile Controllers package shall consist of the specific features and various pieces of equipment, as hereinafter specified and shall provide the following level of control according to the licensing level specified.

Basic

- Password-protected remote access to the central control system via the internet using the web browser of a cellular (mobile) phone.
- Real-time manual control of all sprinklers and valves managed by the irrigation control system using both station identification (Hole, Area, Station: 1G1).
- A set of sprinkler control commands to include:
 - Manually [Turn-On] one or multiple^{*^} sprinklers in any order.

- Manually [Turn-Off] one or multiple** sprinklers in any order
- Manually [Block Turn On] a range of sprinklers within an area (1G1 through 1G6)
- Remotely [Pause] one or multiple** sprinklers in any order.
- Remotely [Resume] one or multiple** sprinklers in any order.

*Multiple refers to any number of sprinklers up to all sprinklers managed by the control system. When activated, these sprinklers shall be electrically managed according to field hardware limitations and optionally flow managed according to hydraulic limitations to prevent damage to the irrigation system, field hardware or pump station.

^When either electrical or hydraulic limits are reached, sprinkler stations will be automatically “stacked” to perform the required irrigation as soon as capacity becomes available.

- Real-time manual control of all irrigation programs and/or schedules defined in the central control system.
- A set of Program and/or Schedule control commands to include:
 - Manually [Turn-On] one or multiple** Programs and/or Schedules in any order.
 - Manually [Turn-Off] one or multiple** Programs and/or Schedules in any order
 - Manually [Advance] running Programs and/or Schedules to step through operating stations.
 - Remotely [Pause] one or multiple** Programs and/or Schedules in any order.
 - Remotely [Resume] one or multiple** Programs and/or Schedules in any order.

*Multiple refers to any number of Programs and/or Schedules managed by the control system. When activated, these Programs and/or Schedules shall be managed according to both electrical and hydraulic limitations to prevent damage to the irrigation system, field hardware or pump station.

^When either electrical or hydraulic limits are reached, sprinkler stations in the manually controlled Programs and/or Schedules will be automatically “stacked” to perform the required irrigation as soon as capacity becomes available.

- Quick access to an emergency “Cancel All” command for rapidly cancelling all irrigation when necessary.
- Real-time logging of all remote activity including a date stamp, time stamp and identification by name of system operator.
- Real-time logging of runtime minutes and water volume utilized; to be stored in the central control for later review.
- A “QuickMethod” of control allowing for single-screen manual operation of sprinklers, valves, programs and schedules.
- A “Tree List” method of control for direct selection of sprinklers, valves, programs and schedules.
- Automatic updates to any changes in irrigation programs and schedules.

Advanced

- *All features of the Basic license level as listed above plus:*
- Remote, real-time management of sprinkler properties to include:
 - ET adjustments by percentage
 - Both fixed and timed station adjustments by percentage

- Default runtimes
- Cycle & Soak™ settings
- Rotor type
- Nozzle type
- Arc setting
- Pressure setting
- Remote, real-time management of Program and Schedule properties to include:
 - Auto starts [On] or [Off]
 - Water budget from 0 to 300%
 - Start days by day of the week or cyclical
 - Start times and stop times
 - ET operation [On] or [Off]
- Remote, real-time status as appropriate for course, hole, area, station program, schedule and pump to include:
 - Flow rate
 - Time run
 - Time remaining
 - Feedback versus Non feedback
 - Active Schedules
 - Active station count
 - Cycle versus Soak
- Remote review of system alarm log

Professional

- *All features of the Basic and Advanced license levels as listed above plus:*
- System diagnostics and remote troubleshooting tools for decoder systems
- System diagnostics and remote troubleshooting tools for wireless (LINK) systems
- Real-time integration with Rain Bird pump stations via SmartPump™
- Real-time integration with Rain Bird weather stations via SmartWeather™
- Global water budget setting.
- Remote rain hold.

Internet Connection at the Irrigation Computer (supplied by the end-user)

Furnish the irrigation computer with an internet connection via Ethernet cable using the Rain Bird-supplied Network Interface Card (NIC) or Wi-Fi®^ε using wireless NIC to be supplied by others (not available from Rain Bird).

^εWi-Fi is a registered trademark of the Wi-Fi Alliance

Rain Bird MI Series Mobile Controllers Software

Furnish the irrigation computer with a properly licensed (see below) copy of Rain Bird MI Series Mobile Controllers software. This software will be installed on the irrigation computer in addition to the Rain Bird irrigation central control system.

Rain Bird MI Series Mobile Controllers Software License

The following Rain Bird MI Series Mobile Controller software license keys shall be provided:

- 1 ea. PROFESSIONAL

Internet Capable Cellular Phone with a Data Plan

A web-enabled cellular phone with a data plan supplied by the end-user is required.

Summary—The Rain Bird MI Series Mobile Controllers shall be a complete package, consisting of the various pieces of software and license keys specified above and including but not limited to all other peripheral items that may be necessary for the complete and proper installation of the system. The software and supporting component identified above shall be proved by Rain Bird Corporation, Golf Division, Tucson, Arizona, USA.

IV. Rain Bird Rain Watch Feature

RainWatch – Rainfall monitoring and response system

A RainWatch™ rainfall monitoring system shall be installed to provide central control response(s) to rainfall. Tipping Bucket Rain Can shall be located at Driving Range Controller.

Installation

Rain Can may be field installed on a 15' x 1.25" (3.0 m x 3.2 cm) galvanized steel pole that is properly anchored to an 18" x 24" x 24" (45.7 cm x 61 cm x 61 cm) poured concrete base.

(a) - Installation on a Two Wire Satellite System

For field installations on a 2-wire satellite system the integrated Rain Can Cable must be connected to a Pulse Decoder (#F69300) located inside the nearest satellite controller or other weather resistant enclosure with a supplied MAXI cable. Each Pulse Decoder shall occupy its own channel number on the wire path for central control identification purposes. For distances beyond 60' (18.3 m) a 2 pair #18 AWG, twisted, shielded cable with drain wire (Paige P7171-D), shall be routed from the satellite/enclosure to an appropriate splice box. The maximum distance between the Rain Can and the Pulse Decoder shall be 300' (91.5 m). Splice kits shall be UL-Listed, direct bury splice kits conforming to "UL 486D-Direct Burial".

- For installation on a Rain Bird 2-wire satellite system, the Rain Shut-Off Cable shall be connected to a Pulse Decoder (#F69300) located inside the nearest satellite controller or other weather resistant enclosure with a supplied 14-2 MAXI cable. A direct bury 2-pair #18 AWG, twisted, shielded cable with drain wire (Paige P7171-D) shall be routed from the valve access box at the weather station to the satellite/enclosure. The maximum distance between the Rain Can and the Pulse Decoder shall be 300' (91.5 m). Splice kits shall be UL-Listed, direct bury splice kits conforming to "UL 486D-Direct Burial".

All exposed wiring shall be in conduit.

Rain Bird central control system must be operating on version 4.0 or later software.

A 15 foot long, 2" SCH 40 Galvanized post, with cap, will be supplied and drilled for Rain Can Wire and used to mount the can, and as a conduit sleeve for the signal wire to the pulse decoder. Also, a Carson model 1419-12 standard box, with Grey "electrical" T-top lid will be supplied to house the pulse decoder and DBR/Y splice kits.

V. Site Survey and FCC License

An FCC license for FREEDOM communication Narrowband frequencies must be obtained and supplied with 2 Frequencies, as approved by Cara Enterprises. Union County/Galloping Hill Golf Course being listed as the licensee. All radios supplied will be programmed by the local Rain Bird Certified Technicians to approved FCC licenses. A comprehensive Site Survey must be executed with results logged and presented to the end user. This task is necessary to measure RF signal strength at each existing and proposed controller location to ensure proper radio communication.

VI. Field Controller Upgrade

Supply Rain Bird PAR+ES Retro Kits which are necessary to retrofit the existing Rain Bird PAR and PAR PLUS controllers that will remain as detailed in schedule of upgrades, shown elsewhere in these specifications. Any of the existing PAR+ES controllers that remain, or that will be newly installed do not require the retro kits. These Kits should include a new face plate with timing mechanism, transformer, power interconnect board, and 2 Each OSM-S 8 station output modules.

VII. New Rain Bird Satellite Controller

In locations as designated on the schedule of upgrades, new Rain Bird PAR+ES Satellite Controllers shall be supplied. These Controllers will be Rain Bird model# PARES56LS, Par Plus ES multiple station large gray plastic cabinet for 2 wire Communication using existing Rain Bird Maxi Wire Paths. Appropriate 8 station Output Station Modules (OSM-S), with Switches will be added to 56 station clocks if more than 56 stations are required at any location, as detailed in the schedule of upgrades.

The controllers, where indicated, shall be Rain Bird PAR+ES, microprocessor-based, solid-state controllers. The PAR+ES controller shall be capable of activating up to 72 individual stations while operating as a stand-alone controller, or as a satellite controller operated under Rain Bird central control. The base controller shall be a 16-station, stand-alone controller with the capability of adding up to seven (7) eight-station Output Station Modules with station switches (OSM-S) giving the availability of 16, 24, 32, 40, 48, 56, 64, and 72 stations. OSM-S can be easily installed in the field. It shall have the capability of adding a central control Interface Board, which will allow operation under Rain Bird central control for either the standard Rain Bird two-wire communication path for central-to-controller communication. For central control operation to occur, the Interface Board must be installed in the controller.

The PAR+ES controllers shall be housed in a sturdy, heavy duty, temperature and chemical resistant, injection-molded high-impact resistant, plastic pedestal enclosure.

The pedestal enclosure shall be 34-3/4" (883mm) tall, 17" (432mm) wide and 21" (533mm) deep. The enclosure shall be complete with mounting template and hardware for bolting to a poured concrete base. The top cover shall have a key-operated lock. The plastic enclosure shall have a front and a back removable panel for convenient access to both compartments of the pedestal for installation. The pedestal enclosure shall be gray in color.

All PAR+ES models are UL & C-UL listed, CE approved and C-Tick compliant.

The PAR+ES controller units shall be capable of operating under the following power requirements at 50/60 Hz frequency: 1) 115 VAC Nominal [98-132 VAC], 2) 220 VAC Nominal [208-232 VAC] and 3) 240 VAC Nominal [225-255 VAC]. The transformer shall be capable of stepping down 115/220/240 VAC input power to 26.5 VAC output power for the operation of solenoid remote control valves and/or valve-in-head sprinklers. The transformer shall be rated at 5.25 AMP capacity for operating a maximum of sixteen (16) standard Rain Bird solenoids at one time at 60 Hz, or twelve (12) standard Rain Bird solenoids at one time at 50 Hz.

The PAR+ES transformer connector shall have two "pigtailed" pre-installed into the power connector to facilitate wiring to primary power. For operation at 120 VAC, one wire shall be plugged into the common terminal and the other into the neutral terminal. For 220/240 VAC operation, these same positions correspond to the two hot terminals. The mounting bracket in all PAR+ES models shall be capable accommodating conduit diameters of up to one inch.

Each unit shall have a circuit breaker that can be reset, rated 5.25 AMPS. All controllers shall be grounded to 10 OHM or less. The unit shall use relays and metal oxide varistor (MOV) surge arrestors to electrically isolate the circuitry from field noise, while providing a physical gap to protect against surge damage from coming in on the field wiring. The panel which houses the Main Logic Board shall have a detachable harness that connects to the Power Interconnect Board in the pedestal base, allowing for quick removal of the panel assembly. The controller shall use EPROM chips assembled on a carrier socketed on the printed circuit boards to allow easy upgrade of the controller software.

The OSM-S shall be installed in the pedestal base with harnesses that daisy chain the OSM-S together. The harnesses shall allow for easy field upgrades to increase total capacity up to 72 stations. The OSM-S shall have standard station switches with AUTO, OFF and ON positions. PAR+ES plastic pedestal models shall have up to three 24-station terminal boards available to facilitate field wire installation. Each board in turn shall have its own preinstalled 18-gauge wire harness, with the other ends of the harnesses prewired in groups of eight into connectors for quick and simple connection to the OSM-S.

The panel assembly of the PAR+ES controller shall have a sealed and sloped keypad and display to keep moisture and contaminants away from the critical electronic components of the unit. A clear, 32-character (two lines of 16 characters each) alphanumeric crystal display shall be used to show the operational information and diagnostic data of the controller in an easy to read manner. Indicating LEDs shall give a visual indication of the active schedules and the central control status. The control panel

shall have 20 large, raised buttons with clear, descriptive icons and English labeling to facilitate local programming.

The PAR+ES controller shall have eight (8) user-selected languages: English, French, German, Italian, Japanese, Portuguese, Spanish and Dutch. A language display shall act as a prompt.

In stand-alone mode, the PAR+ES controller units shall have six (6) automatic and two (2) multi-manual schedules available. Each of the independent schedules shall have the capability of up to 12 start times per day. Schedules with overlapped start times shall automatically “stack”. Water budgeting for each independent schedule shall be user-selectable from 0 to 200% in 10% increments, to allow automatic changes to operating times of stations within the schedule without separately reprogramming each station. Each individual station shall allow for the setting of operation times from one (1) minute to 120 minutes maximum time, in one (1) minute increments.

The CONTROL mode shall provide for four (4) controller control modes:

- 1) “OFF” - for rain shut-down
- 2) “MANUAL” - for manual starts only to operate
- 3) “LOCAL” - to operate the controller in stand-alone mode only
- 4) “MAXI” - for central control operation

MAXI shall be selected to allow the PAR+ES controller to respond to the Rain Bird central computer program. This feature will only be active if the Maxi Interface Board is installed. Under central control, the controller shall ignore any of its own individual LOCAL programming unless a loss of control communication from the central is detected. Under LOCAL operation the controller shall be programmed for its desired operation at the PAR+ES controller itself. In the MANUAL mode, the PAR+ES controller shall be capable of manual operation only with no LOCAL or Maxi (central control) schedules capable of operating. Under the OFF “rain shut-down” condition, scheduled irrigation activity will not be initiated at the controller.

The PAR+ES controller shall be capable of multi-station operation, simultaneously operating up to six (6) automatic schedules with a limit of twelve solenoids (at 50Hz) or sixteen solenoids (at 60 Hz) operating at one time. Multi-station programming shall be accomplished by having the capability to assign any station to one of six (6) different schedules. The controller shall have the capability to operate one station from each of these six (6) schedules simultaneously. All stations within a given schedule shall line up and operate in sequence one after the other. Any given station may be assigned to more than one schedule. The controller shall be capable of operating two (2) multi-manual programs, M1 and M2.

Under central control operation, all station timing (for the 16-72 individual stations) of the PAR+ES controller unit shall be done from the central control unit and NOT according to the LOCAL schedules that may be programmed at the PAR+ES controller itself. A PAR+ES controller with more than 24 stations shall be assigned to two (2) (25 to 48 stations) or three (3) (49 to 72 stations) different central control channels. When operating in central control mode, the programming on the PAR+ES unit itself shall be functional only in case of an emergency, should the communication link between the controller

and the central be lost. The change over from “central control” MAXI mode to the “stand-by” LOCAL program shall take place automatically when communication is lost between the central and the satellite. It will not require a trip to the field to set each controller unit to “stand-by” LOCAL mode of operation.

The PAR+ES controller, when operated by the central control, shall be capable of RANDOM ACCESS or operation of the individual stations and is not required to be operated in numerical sequence. Any of the stations may be repeated anywhere within the schedule’s cycle of operation, as often as desired and for a different amount of time on each repeat. It also shall be possible to place any individual station of a controller in as many different schedules as may be desired. There will be no limit or restriction as to the number of individual scheduled cycles a given station may be scheduled in at any time.

The built-in, back-up program and nonvolatile memory shall maintain schedules and time-of-day during a power outage for up to 10 years.

Station Wiring: All PAR+ES controller, low-voltage station output wiring shall be type PE single conductor annealed soft copper wire with a 0.06" thick PVC insulation jacket. Wires are of the sizes indicated on the drawings and of the colors indicated or directed. All splices and all underground connections, for both two-wire communication and the station output wiring, shall be made using 3M DBY/R-6 UL 486L approved wire splice kits. All underground wire joints and connections shall be in standard size rectangular valve boxes, except at solenoids and OSM-S connections.

Central Control Interface - Two-Wire MIM — The interface unit shall be a Rain Bird “Maxi Interface Module” (MIM) unit with all solid-state electronic circuitry. It shall provide the necessary interface between the computer and the field satellite units. The interface unit shall provide both communication from the computer out to the field satellite units and “feedback” communication from the field satellite units to the computer. It shall be capable of controlling four (4) two-wire paths of 28 independent channels each. Status lights shall indicate activity on the two-wire paths, as well as to channels being operated on the various two-wire paths and the individual stations in operation on each of these channels. A memory switch shall provide for past performance data. The unit shall have the capability of manually operating any stations of any satellites directly from the MIM unit. The MIM unit shall be complete with 117/220 VAC power supply, cord and an RS-232-C communication cable to be connected between it and the serial port of the computer.

The MIM unit shall be constructed of heavy gauge steel with rust preventative plating and a “baked-on” enamel finish. The unit shall be mounted near the central computer. The MIM shall have a power supply fuse and a resettable circuit breaker on each of the two-wire output circuits.

Connect a #6 gauge or larger bare copper ground wire to the ground lug of the MIM unit. Route it out and connect it to one rod of the 3-rod grounding grid using a brass clamp.

PAR+ES Two-Wire Satellite Controller – The existing two-wire communication paths shall be used to communicate between Rain Bird central control equipment and the PAR+ES satellite controllers.

This two-wire path shall also be used to communicate back to the central equipment. This feedback signal shall be used by the central to verify and log all station activity at the satellite controller.

The central control interface type and firmware version numbers installed for both the controller Main Logic Board and the central control interface shall be able to be queried via the PAR+ES keypad and panel display. The model, location and number of PAR+ES controllers shall be as shown on schedule of work elsewhere in these documents, and shall be as manufactured and furnished by Rain Bird Corporation, Azusa, California, 91702, U.S.A.

VIII. Grounding and Surge Protection

The following grounding and Surge Protection materials are required for use at controller and central locations as spelled out in the schedule of upgrades shown elsewhere in these specifications:

Paige Electric part# 182199IC, 4" x 96" Ground Plate with 25 feet 6/1 copper exothermically welded to the plate.

Paige Electric, part # 1820058, Loresco Powerset Earth Contact Backfill, 50 lb bag.

Paige Electric part# 182007, 5/8" x 10 foot copper clad ground rod.

Paige Electric part # 1820037, Cadweld model GT1161 Kit for welding ground wire to ground rod.

Tytewadd Z-1 Zap Trap 110V Surge Arrestor for installation on the central control power source.

Intermatic model AG-2401-3 Surge Arrestor for controller power wire where directed.

Rain Bird model MSP-1 Surge Arrestor for controller communication wire and at Central Grounding Grid.

Rain Bird MGP-1 for Central Grounding Grid.

18" Long Sleeve of 4" ADS pipe w/ NDS #13 grated cap for covering each ground rod.

IX. Wire and Splicing

14 and 12 gauge single strand, low voltage field wire shall be Polyethylene (PE) jacketed, as manufactured by Paige Electric, supplied on 2500 foot spools. Colors shall match existing wiring. Do not splice two different color wires under any circumstances.

Power Wire for Controllers shall be AWG#4, 4 conductors, Type TC tray cable with PE jacket for direct burial, as supplied by Paige Electric.

All splice kits for low voltage sprinkler wiring shall be 3M model DBY/R splices.

Splice Kits for Power wire shall be 3M-81-AX, sized as required for the wire.

X. Valve Boxes

Where Valve boxes for splices at controllers being consolidated are required, they must be Carson Specification Grade model 1419-12 Grey with T-top "Electric" Lid. For any splices away from controllers, use a 0910 10" round, Grey with Electric designation and T-Top lids.

XI. Pump Control Panel and Communication

A pre-fabricated Watertronics Pump Station VFD Control Panel and 25 Kings Hwy S Westport, CT 06880 Watertronics factory authorized pump technicians, and paid for by the contractor.

1.0 GENERAL

The prefabricated pump station control panel shall conform to the specifications as supplied by the owner.

The control panel shall be completely wired, electrically; and tested at the factory prior to shipment to job site. Documentation of test shall be verified by owner prior to pump station control panel shipment.

The pump station control panel shall be model number CPV as manufactured by WATERTRONICS, INC. 525 Industrial Drive, P.O. Box 530, Hartland, Wisconsin 53029-0530, www.watertronics.com.

The pump station control panel must be capable of communication and integration with Rain Bird Nimbus II software.

2.0 U.L. LISTED CONTROL PANEL, LOGIC AND SENSORS

2.1 General

Watertronics, Inc. U.L. File Number E142155

The pumping station electrical controls shall be mounted in a self-containing NEMA 4 enclosure fabricated from not less than 12 gauge steel. Door gasket seals shall be neoprene sponge, sufficient to protect interior components from weather and dust. The electrical panel doors shall be constructed from 12 gauge steel with integral latches.

All external operating devices shall be dust and weatherproof. All internal components of the enclosure shall be mounted on a removable back panel. Mounting screws for components shall not be tapped into the enclosure wall. No pressure gauges, pressure switches, water activated devices, or water lines of any sort shall be installed in any electrical control panel.

A closed type cooling system shall be included to cool the enclosure and reject heat from the VFD. **Open type cooling systems allowing outside ambient air to enter the panel are not acceptable.** No water line connections shall be permitted inside of the control enclosure.

VFD status and internal parameters must be viewable without the opening of the enclosure door.

The control panel shall be designed, built, tested and U.L. listed by the pump station control panel manufacturer.

2.2 Main Disconnect

A three-pole, main station disconnect shall be contained within the NEMA 4 control enclosure. Disconnect shall be non-fused and isolate all power to the control enclosure. The disconnect shall have an operating handle mounted in the enclosure door, mechanically interlocked to prevent entry while disconnect is in ON position.

2.3 Motor Combination Starters- Breaker

Each motor shall be protected by a MSP combination starter and breaker. Device will be UL 508 Type F. Motor starter protector and contactor are electrically and mechanically linked by means of a link module and adapter plate. All starters are suitable for use in group installation applications according to NEC-430-53(c).

2.3a Variable Frequency Drive (VFD)

The variable frequency drive shall be IGBT based with selectable carrier frequency up to 15 KHZ. The VFD shall include terminals for incoming power, motor output power and control terminals.

The VFD shall generate a sine-coded, variable voltage/ frequency, three phase output for optimum speed control. The VFD shall incorporate power loss ride-through for a minimum of 2 seconds. VFD protective features shall include current limit, auto restart, short circuit protection, electronic motor overload protection and ground fault protection. The VFD shall have a push button programming display for easy access to operation parameters. The VFD shall be protected on the primary side a breaker of the appropriate amperage. Overload capacity: 120% rated output current for one minute. Voltage Fluctuation: +10%, -15%. Sine wave, PWM, with full range, and automatic torque boost. Frequency Control Range: 0.5 to 500Hz. Frequency Accuracy: Digital, 0.01Hz, Analog, .1%. Motor overload protection, Instantaneous over current of 180% of rated output current. Over voltage at 820VDC if 460V input. Under voltage: user adjustable. Momentary Power Loss: up to 2 second ride through. Electronic Ground Fault. LED capacitor charge indicator. Input Phase loss alarm. Ambient temperature range of 0 to 50 degrees C. Humidity of 95% non-condensing.

2.3b Solid State Soft Starter

The pump station control panel manufacturer shall provide electronic soft starts on all motors as called out in the technical data sheets. The starter logic function shall be "Soft Start" with a selectable kick start. The acceleration ramp time is DIP switch selectable from 2 to 30 seconds. The initial torque shall be adjustable via a digital switch with 10 settings from 5 % to 90 % of locked rotor torque. The current is held at 150% of full load for a time. The following protections shall be provided in the "starting" and "running" modes: Start fault, Line fault, Temperature fault, and Stalled motor. If these conditions are detected, the soft start will not operate or will shutdown if it is operating.

2.4 Control Transformer

A control transformer shall provide 120 volt power to the pump station control panel controls. The control transformer shall be protected on primary and secondary sides with appropriately sized fuses. No load other than the pump controls shall be supplied by the control transformer.

2.5 Premium Lightning Arrester

Surge suppressor shall meet or exceed the following criteria: Minimum single impulse current rating: 80,000 amperes per phase. Duty cycle testing: 2,500 10KA impulses with less than 10% drift. Response time: <5ns. Suppressors shall consist of solid-state components and operate bi-directionally. Minimum continuous operating voltage of the suppressor shall be greater than 110% of the nominal system voltage.

2.6 Secondary Control Circuit Breakers

Single-pole secondary distribution breakers with appropriate ratings shall supply power to each pump starter coil circuit, the control system and to other circuits as specified.

2.7 Main Panel Power And Motor Phase Monitor

The incoming power and each motor shall be protected by a phase loss/low voltage system dropout relay to de-energize the pump station control panel control circuit or motor contactor if either a phase failure, phase reversal or low voltage condition occurs. If after attempted automatic re-starts the phase failure/low voltage alarm condition remains, the alarm must be manually reset. Individual motor overloads will also act as phase monitors for each motor.

2.8 Corrosion Inhibiting Modules

Corrosion inhibiting modules shall be installed in all electrical enclosures in accordance with the manufacture's recommendations.

2.9 Control Logic

The pump sequence controller shall be an industrial grade PLC with diagnostic LEDs for monitoring of discrete inputs and outputs. Not less than two additional analog inputs and outputs shall be standard for monitoring and control purposes. The PLC shall contain RS232 and RS485 communication ports for monitoring and programming purposes. The PLC shall contain an EEPROM, battery backed RAM and non-volatile memory for storage of critical configuration data. The PLC will have a high speed counter, clock and calendar function with year, month, day, hour, minute, and day of week.

2.9a Automatic Pressure Regulation Based On Variable Flow

The pump station control panel controls shall be capable of changing the regulated downstream pressure while in operation, based on discharge flow or discrete input as called out by the technical specifications. The pump station control panel controls shall also be capable of up to six, user adjustable pressure regulation set points based on discharge flow or one additional set point based on a discrete input. In addition to adjustment of downstream pressure, the controls shall be capable of up six pressure regulation algorithms to insure accurate pressure regulation regardless of regulated pressure, discharge flow or connected pump combination.

2.9b Lead Pump Selection

Lead selection of equal horsepower pumps shall be accomplished by total accumulated pump running time. Unless manually overridden, the pump with the lowest accumulated running time shall be the next pump started in the sequence. Alternating logic for selection of lead pump shall not be accepted.

2.9c Alarms

Controls shall shut down the pump station control panel in the event of the following alarm conditions. The controls shall attempt to restart the system after alarm shutdown or loss of power to minimize loss of irrigation. After a user adjustable number of attempts to re-pressurize the system, the controls will go into hard shut down and remain there until manually reset.

1. Low discharge pressure cutout. Pressure remains 20 PSI below regulate set point for set time delay.
2. High discharge pressure cutout. Pressure remains 11 PSI above regulate set point for set time delay.
3. Phase/ voltage cutout. High or low voltage, loss of phase, or phase reversal.
4. Low intake water level cutout. Wet well or pond level remains below set point for set time delay.
5. Starter fail cutout. Output to starter is not met with corresponding running input for set time delay. Indicates overload, phase imbalance or control fuse.

6. VFD fault and VFD bypass status.

2.10 Operator Interface

Operator interface shall be a full color STN display unit mounted in the enclosure door. Operator interface shall be used for logical display of all pump station control panel functions. The operator interface shall be NEMA 4 rated. The operator interface shall be touch sensitive with intuitive on-screen user instruction for ease of operator use. The use of buttons or keys or off-screen user instructions shall not be permitted. The operator interface shall be STN color display type with no less than 640 x 480 pixel resolution, with viewing area measuring not less than 7.5" diagonal. User memory for storing critical pump operation data shall not be less than required for up to 1 year of data.

The operator interface shall allow the user to view and modify all pertinent operation parameters. The operator interface shall incorporate password protection for modification of critical pump station control panel parameters. The operator interface capabilities shall include but are not limited to the following:

- a. Overview screen showing pump system configuration. Screen shall show if each individual pump is enable or disabled, the number of hours on each pump, station full flow and pressure design criteria
- b. System screen with information on current regulation pressure, setpoint, regulation pressure, System status, restarts remaining, VFD reference speed, pressure regulation method (VFD or EBV modes) and adjust settings button. Adjust settings button will allow changing parameters etc after entering password.
- c. Settings menu to allow changes to pressure regulation settings, pipe saver mode, VFD manual mode, analog calibration, flow calibration, program or register settings.
- d. Flow screen will display pressure in PSI, flow in GPM and total gallons pumped in thousands of gallons. Separate display for total gallons pumped since last reset.
- e. Alarm status with time stamping, display of pump station control panel conditions at shutdown and restart. Alarms will be displayed in red when activated and a separate listing will be displayed in green when the alarm is reset. Alarms will be logged to a compact flash disk allowing the service technician to upload data to a spreadsheet type program.
- f. Full control of and capability of monitoring, adjusting and viewing any options present such as water level, inlet strainer, wye strainer, filtration, chemical injection, or liquid tank levels. Adjustment of automatic/manual pressure regulation set points.
- g. Graphing capability for up to 1 full year detailing flow rate and pressure. Graphing function shall give option to graph and plot a point every minute. The graph function will be selectable by day, month and year as well as the time of desired graph. All data will be logged to a compact flash disk allowing the service technician to upload data to a spreadsheet type program.

2.11 Watervision 5 Remote Monitoring Software For Personal Computer – single site

Pump station control panel monitoring software (Watervision-5), will be fully compatible with Microsoft Windows operating systems 95 and above AND MUST BE FULLY COMPATIBLE AND INTEGRATED WITH RAIN BIRD NIMBUS 2 SOFTWARE. Software will include full graphical representation of the pump station control panel operations and alarm status and its features. The software will be capable of communicating at rates up to 19200 baud to the pump station control panel over direct wire, dial-up telephone modem, cellular modem, radio modem, short haul modem, or over fiber cable. The software shall also be capable of communicating over the Internet and Intranets including dial-up networking to the computer connected to the pump station control panel. One software package and installation procedure shall cover all above connection types. All connections and setting shall be field configurable. The remote monitoring software independent of connection type shall be capable of changing all operating parameters of the pump station control panel. A single copy or multiple copies of the software can be loaded on a single computer to communicate to up to 256 different pump locations. A single site license will be supplied for each pump station control panel location. Remote monitoring package will include 900Mhz radios, complete with 2 each antennas, cables, connectors and mounting hardware and all accessories required for a turnkey installation by the contractor.

A. Features

The remote monitoring and control system shall be accessed by a secure login and password. A user hierarchy shall provide varying levels of access as defined by the system administrator. Upon successful login, the user shall be able to monitor their pump system and any attached ancillary devices on a single overview screen. Additional pump monitoring and control features shall be accessed through links from the overview screen. Specific features of this system shall include, but not be limited to:

1. Graphical overview of system operations and status including pump status, flow, pressures, power draws, and regulate set points and alarms.
2. Operational status of pumps: Enabled/Disabled, Running/Not Running, Position of Hand/Off/Auto switch.

2.12 Pressure Transducer

A solid state pressure transducer shall provide a noise free, linear output proportional to discharge pressure. Transducer shall be solid-state, strain gauge type with integral voltage regulation and output accuracy not less than 0.25%. Transducer shall be constructed of stainless steel and rated for the pump station control panel discharge pressure called out in the technical specifications.

2.13 Flow Sensor

Connection to existing flow sensor to remain shall be installed providing the pump station control panel flow rate and total flow through the operator interface device (OID) as specified in section (3.11). Flow sensor wire must be encased in 1½” liquid tight conduit from sensor to enclosure. Meter run shall be sized as shown in technical data sheet.

3.0 PANEL ELECTRICAL

3.1 Panel Wiring

Panel wiring shall conform to National Electrical Code Standards. All wiring from control panels to motors shall be in metal reinforced, water tight, flexible conduit with copper conductors rated not less than 600 volts and of proper size to carry the full load amperage of the motors without exceeding 70% capacity of the conductor. Flexible conduit runs shall not exceed six feet in length. A grounding cable sized to National Electrical Code requirements shall be included in the flexible conduit. There shall be no splices between the motor starters and the motor connection boxes.

Wiring to flow sensors, and pressure transducer shall be multi-conductor, shielded cable suitable for Class II low voltage controls. Wiring to motor operated valves, (option available for VFD stations), shall be in flexible conduit with TFFN #18 gauge copper conductors rated not less than 600 volts.

3.2 Junction Boxes

All off skid devices requiring control interface shall be terminated in a junction box. This junction box shall be located at the skid edge nearest the installation point of the off skid device. Fertigation and monitoring systems shall be terminated in a NEMA 4 junction box located on the exterior of the main controls enclosure to allow user connection.

4.0 ADDITIONAL CONTROL PANEL INTEGRATED EQUIPMENT

4.1 Inside Panel Lighting Package

The pump station control panel manufacturer shall provide within their control panel, fluorescent internal lighting that is switch activated when the control panel door is open. The light fixture should be mounted on the top of the enclosure and should be capable of illuminating the entire inside of the enclosure.

4.2 Optical Isolator

The pump station control panel manufacturer shall provide optical isolation to isolate the PLC and computer system from sensor circuits, which may have a different ground reference. The optical isolator shall isolate the signal generated by the flow sensor from system input circuitry. The optical isolator wire terminal connection will be located in a J-box on the control panel exterior.

4.3 Fertigation Run Relay

The pump station control panel manufacturer shall provide a run relay, which shall provide a start/stop signal for customer supplied fertigation pump. The run relay shall allow the fertigation pump to run only after 100 GPM station flow rate. The station GPM setting to activate or deactivate the fertigation pump shall be field adjustable through the operator interface. The run relay wire terminal connection will be located in a J-box on the control panel exterior.

4.4 Lake Level Controls

The irrigation reservoir shall be continuously monitored by an electronic pressure transducer, which will send a 4-20ma signal to the PLC. The reservoir level will be read on the Touchscreen operator interface and displayed in inches. The user shall be able to control the remote signal activation level by making the desired adjustments on the screen. When low (set point) level has been maintained for the pre-set period of time, a 120 VAC signal shall be sent to a dry contact relay in the pump station control panel panel to activate the start signal for a fill pump or valve. Upon a rise in the reservoir level the signal will stop and the relay will drop out to stop the filling operation. Lake level wire terminal connections will be located in a J-box on the control panel exterior.

4.5 Auto-flush Wye Strainer Flush

The pump station control panel manufacturer shall provide controls to flush an (existing) wye strainer. The strainer shall be automatically flushed after a specific pump station control panel run duration period. This timer is adjustable through the computer operator interface device (OID) as called out for in these specifications. A manual "on" selector switch shall be Touchscreen operator interface. Provided as an integral part of the strainer package shall be a normally closed solenoid operated valve. The PLC shall initiate the flushing cycle by opening the 2" solenoid valve for an adjustable duration. The flush shall be an adjustable timer through the computer interface device.

4.6 Filtration System Flush

The pump station control panel shall be equipped with a filtration flush system to assure a clean water supply to the irrigation system. The screen shall be flushed periodically to remove accumulated debris.

Flushing initiation shall be a timed interval, user adjustable, and a pressure drop across the screen, also user adjustable. Flushing control shall be governed by the pump station control panel PLC. Separate flushing controls shall not be accepted.

Flushing action shall be initiated by an electronically actuated butterfly valve. The Electric Butterfly Valve (EBV) is impervious to dirty water vs. a hydraulic diaphragm valve susceptible

to damage due to the filtered particles being flushed. Using a hydraulic diaphragm valve as the filter flush valve is **not acceptable**. To assure tolerance to dirty water, electric butterfly valve shall open/close at a programmed rate to eliminate excessive pressure drop or pressure spike.

Operation: Differential pressure across the filtering screen shall be continuously monitored as the filter cake builds on the inside of the filtering screen. The differential pressure across screen shall be monitored using a pressure transducer upstream and downstream of the filter assembly. Using a differential pressure switch is **not acceptable**. The pump station control panel control logic shall have the capability of graphically tracking the pressure across the filter for troubleshooting purpose locally at the pump station control panel through the touch screen operator interface device and through the remote monitoring and control software. When the differential pressure reaches an adjustable threshold (recommended at 7 psi) a flush cycle shall be initiated by the opening of the electric butterfly valve. The opening of the flush valve drops the pressure inside the drive chamber allowing flow to reverse through the suction scanner nozzles. The suction scanner nozzles transfer this reduced pressure at the nozzle location onto the inside of the filtering screen surface. This reduced pressure on the inside of the filtering screen creates a reversed flow through the filtering screen, pulling the containments off the screen, back through the suction scanner nozzles and out the flush valve. Once the nozzles have traversed and cleaned the entire screen surface, the flush valve shall close stopping the flush cycle.

5.0 CONSTRUCTION

Construction shall be of steel, painted white.

6.0 TESTING

The pump station control panel manufacturer shall conduct and document a complete factory dynamic test of the pump station control panel prior to shipment. Pump station control panel shall be tested throughout the entire operating range at the net discharge pressure called for in the technical specifications. Individual pump pressure, flow, RPMs, volts, amps, KW and power factor shall be documented for verification by the consulting engineer or owners' representative prior to delivery upon request.

7.0 ON-SITE CONTROL PANEL OFF LOADING & SETTING

Off-loading & setting of the pump station control panel is the responsibility of the **contractor**, unless specifically called out elsewhere in the specification. **Crane** to off-load and set the pump station control panel on the concrete slab is to be provided by **contractor**.

8.0 ON-SITE PUMP STATION CONTROL PANEL START UP

Technical start up shall be furnished by the pump station control panel manufacturer or a qualified, Watertronics certified service agency. Electrical connection, by contractor, shall

consist of a single conduit from owners disconnect to the pump station control panel main disconnect. Additional purchaser responsibility shall include confirming correct motor rotation and securing local inspection/approval.

Technical start up procedures by the pump station control panel technician shall include the following:

- a. Station start up and pressurization.
- b. Pressure, flow and programming adjustments.
- c. Monitoring of complete operational cycle when possible.
- d. Customer training and presentation of owners manual.

9.0 WARRANTY

The manufacturer shall warrant the control panel to be free of defects and product malfunctions for a period of one year from date of startup or fifteen months after shipment, whichever occurs first. Failures caused by, lightning strikes, power surges, vandalism, flooding, operator abuse, or acts of God are excluded from warranty coverage. All warranties implied or otherwise shall not exceed those warranties extended by major or sub-component suppliers.

10.0 OPERATION AND MAINTENANCE MANUAL

Operation and maintenance manuals shall be furnished at time of startup and initial training. Owner will also receive training specific to this station as specified.

SECTION TWO: LABOR SPECIFICATIONS

I. General Installation Specifications

The intent of these specifications is to define the necessary work required to install the irrigation upgrades and additions as specified herein. The successful bidder shall install the upgrades in accordance with the manufacturer's installation recommended procedures and adhere to the standard industry practices. By following these documents herein, the irrigation contractor shall provide Galloping Hill Golf Course with a fully functioning irrigation system with all features operating in a manner in which they are intended. If work proceeds in season, Control system upgrades must be done in a manner as to keep communication to all controllers live during the install. All field controllers must not be off line from the central for more than 8 hours. All control system upgrades must be done methodically and sequentially so each clock is surge arrested, grounded and communicates with the central before power to it is turned back on for operation. Trench backfilling and dress up must be complete before moving to the next stage or work. Once the entire installation is complete, the contractor shall warrant the installation work for a full 12 months. The warranty on workmanship shall cover any and all leaks caused from improper installation practices, sunken trenches, adjusting of sprinkler head internals and all faulty wire splices and all controller upgrades.

II. Bidder Requirements

The qualified bidder must have installed a minimum of 5 complete minimum 18-hole Rain Bird golf course control systems within the last 5 years. References for these installations must be provided as required on the bid submission forms. The General Contractor for this project must also be a Certified Landscape Irrigation Contractor in the State of New Jersey. Proof of current valid certification must be provided with the bid submission. The qualified irrigation contractor shall also possess the necessary expertise and experience and have successfully installed Pump Station Control Panel and Radio Control Systems previously. These experience qualifications are mandatory and will be enforced and all references will be contacted prior to any contract award. Because of the technical nature of this work, the contractor will be required to have the same, qualified foreman assigned to the Galloping Hill Golf Course project throughout the duration of the entire installation.

The contractor will be responsible for installing the grounding for the central control system and antennas which will be located at the golf maintenance building. The MIM interface and Freedom will be installed in the specified equipment cabinet and will be mounted as directed by the owner's rep at the maintenance facility. Computer programming, installation of central control software and connection of hardware will be performed by only Certified Rain Bird Technicians (Atlantic Irrigation).

The contractor will be required to supply the necessary equipment to assist in the unloading and storing of material. All materials unloaded are the responsibility of the contractor until installed and accepted by the owner's rep. The golf course will select a staging area for materials prior to delivery and the contractor must provide a storage trailer which will be used to store and secure material at all times. The contractor will be responsible for locking and unlocking trailer each day.

The golf course will allow sufficient space for the contractor to store any necessary equipment and personnel storage trailers at the staging area as well. The golf course will have available at all times, sanitary facilities for the contractor's crew.

Station wiring charts for each controller must be provided to the end user by the contractor, and must be completed and submitted prior to any central programming.

III. Trench Excavation and Backfilling

All trenches shall be excavated only wide enough to allow for proper installation and tamping of disturbed material around wire in accordance with the local electric codes and manufacturer's recommendation. All trenches must be backfilled and compacted in lifts to prevent any unnecessary settling.

Prior to installing wire, ensure the bottom of the trench is clean by removing all rock so that pipe cannot be damaged. To insure wire is installed at proper lateral depths the installer must only use open type of trenching for this installation.

Trenches must be backfilled as quickly as possible after wire depths are inspected and approved by the golf course's representative. Trenches must not remain open for more than a 24 hour period or less if inclement weather is forecasted.

Sod must be cut, saved and replaced whenever trenching occurs in fairway areas. Trenches in rough areas will be backfilled, compacted, leveled and prepared for seeding. The contractor must seed all disturbed areas with a Bluegrass seed blend to be approved by the Owner's representative.

IV. Deleterious Material

Any and all rock or other undesirable backfill material larger than 2" diameter in size that can cause damage to pipe or wire will be classified as unsuitable material and must be completely removed from the trench and relocated to an on-site dump location designated by the golf course representative. By no means shall this material be reused when backfilling a trench. If deleterious material is removed, the contractor shall furnish suitable material as replacement. There is no rock or deleterious clause for this project.

V. Sprinkler Internal Installation

All nozzles for the sprinklers are pre-determined by the irrigation designer and cannot be modified unless written approval from the irrigation designer is received.

All existing green sprinklers receiving new internals shall have their existing internals removed, cleaned and packaged for delivery to the owner's representative. All internals removed will remain the property of Galloping Hill Golf Course. New Rain Bird 751-36, full and part circle in one, internals and snap rings will be installed at the direction of the Owner's Rep. All arcs on part circle sprinklers will be set by the contractor according to the Owner's Representative's request.

VI. Isolation Valves and Valve Boxes Installation

All valves shall be stored in the closed position. In freezing weather conditions, all standing water must be removed from the valve and if possible valves should be stored in a concealed environment to ensure their integrity.

Valve box must be installed as per the manufacturer specifications and set so the lid is flush and level with the finished grade. Electrical Splice Boxes shall be a Carson Standard Gray Box with "Electrical" T-top lid.

Do not install any valve box within 30 feet of a putting green surface.

VII. Wire Installation

Existing power wire at the controller power source (pump house) is currently wired using one feed from one breaker that leaves the breaker and then is spliced to two larger wires that run in opposite directions

outside of the building. As part of this contract, the Power Wire at the field controller power source will be separated into two distinct wire paths using separate #4/3 power wires spliced to the existing field wire outside the building, brought into the building and be re-wired and spliced as necessary, to connect each path to its own circuit breaker. The circuit breaker must also be grounded as per local and national electric codes. Services of a licensed electrician will be required for this work. All splices made to accomplish this task will be housed in their own Carson Standard Valve Box with Grey “electrical” designation on the T-top lid.

Wire shall be properly stored at the job site, and should not be exposed to sunlight for more than a three day stretch. The golf contractor shall be responsible for the security of the wire and ensure wire is properly protected from the weather elements. The golf contractor will be responsible for replacement if wire is damaged or stolen.

All sprinkler wiring shall be buried at the same depth and in the same trench (were applicable) as the PVC pipe with a minimum cover of 18”. All power wiring shall be installed no less than 24” deep in a clean, dry and debris free trench.

At changes in direction in the mainline routing, the wire should have a loop or coil that is 36” in length to allow for thermal expansion and contraction.

When the sprinkler wire is being installed using a vibratory plow, the wire sleeve on the plow must be of sufficient size to prevent damage to the outer jacket. The wire shall be “laid” and must never be literally “pulled” in. In addition, proper use of the vibratory plow so that stretching of wire does not occur.

Avoid splices in the wire path at all costs, except at the valve-in-head solenoids. Any splices other than at solenoids must be placed in a 10” round “gray electrical” valve box to facilitate future troubleshooting. Where possible, valve boxes should be avoided in high profile areas like fairways. All splice locations must be recorded on construction ‘as-built’ plans so they may be located in the future.

All wires in a valve box should be permanently identified with a permanent marking pen on a suitable permanent tag to identify where the wire is coming from and where it is going.

It is very important all wiring is properly installed so that the copper conductors are not damaged or exposed after installation. The outer jacket shall be removed by use of a King UF Safety Stripper or similar tool. Tools such as utility, pocket, carpet, and box cutter knives should not be used nor should Romex Strippers.

All wires splices shall be made by use of a 3M DBY or 82-aX Style splice kit to ensure waterproof splices. Do not use tape of any sort to hold wires and splices to the rotor body. Locate all splices under the selector assembly on the rotor so that they can be easily identified in the future.

Use UL listed Gray PVC Sch 40 Electrical Conduit for wire at all road, bridge, and stream crossings.

VIII. Grounding Installation

Install Paige 4" x 96" copper clad ground plate using a #6 bare wire welded to the ground where required as per the schedule of upgrades shown elsewhere in these specifications. The ground plate will be installed using two 50 lb bags of Loresco Powerset ground enhancement material, evenly spread above and below the 36" plate prior to backfill. Plates must be installed no less than 30" below finished grade.

In addition to ground plates, also Install new 5/8" x 10 foot ground rods where applicable, and re-use existing ground rods when available. All rods shall be connected to ground wire using only Cad weld connectors.

All new grounding shall achieve a maximum resistance to ground of 10 ohms. If additional grounding is required to achieve 10 Ohms or less, this will be paid for as a unit price extra as shown on the bid forms.

It is the responsibility of the sub-contractor to properly install the grounding field at the central control location in accordance with the ASIC (American Society of Irrigation Consultants) guideline 100-2002. The central control grounding location shall use a single 4" x 96" x .0625 copper ground plate installed to a minimum depth of 30" or below the frost line with 100 lbs of ground enhancement material spread out evenly on top of the plate. A single 5/8" x 10' ground rod shall also be used and located 10' from the ground plate #6 bare copper wire connected to the ground rod by use of a One-Shot Cadweld connector. The #6 bare copper wire shall run into the building through a dedicated 1 1/2" sweep and conduit and connected firmly to the MIM (Maxi Interface Module)

The Freedom Antenna and Pump Station Antenna communication cables leading to the central control must be routed through Rain Bird Polyphaser surge arrestors. The polyphasers must also be connected to the central grounding grid using #6/1 Bare Copper wire and split bolt connectors.

IX. Central Component Installation

The contractor shall mount and install the Central Equipment Cabinet in the required location at maintenance area as determined by the Owner's Representative. All Rain Bird Central Components, FCC license, Freedom Radio, Pump Communication Radios will be installed by contractor with guidance from local Factory Certified Rain Bird Technicians. These tasks will be paid for by the contractor. Antenna Mounting, Installation and Grounding will be completed by the contractor.

All electrical connections inside and outside of the maintenance building, wiring and surge arrestors on power wiring will be installed by the contractor as per Rain Bird recommendations and shall be done in accordance with all local and national electrical codes. Any exposed wire above grade, adjacent to building façade, shall be enclosed in appropriately sized Gray schedule 40 UL listed electrical conduit and secured to building façade.

X. Satellite Controller Upgrade/Replacement

Existing Rain Bird Satellite Controllers to remain will be upgraded as per the schedule of upgrades shown elsewhere in this specification. In general, existing components will be removed and replaced as specified. Once existing components are removed and before any new components are installed, all existing to remain Satellite cabinets shall be inspected and cleaned using a backpack blower to remove larger debris and detritus, then the interior of the cabinet must be cleaned with warm water and sponge and dried, before installation of any new components. Install all new components in accordance with Rain Bird recommendations. Install proper radio kits and antennas in accordance with Rain Bird recommendations.

In locations slated to receive New Controllers as per the schedule of upgrades, the existing controller shall be carefully removed, taking care to salvage all wiring and grounding. The new PAR+ES controllers will be installed on the existing pads to remain, and secured using all new hardware. All wiring and grounding will be reconnected and shall all be functional once reconnected.

If any field wiring issues are encountered during this process, they shall be addressed and remedied by the contractor so the system is fully functional upon completion.

Once all controllers have been updated or replaced and wired according to the acceptance of the Owner's Representative, the controllers will be addressed according to the sequence required by the central programming.

All central components, pedestals, boards, and components that are removed from the field must be salvaged and will remain property of Galloping Hill Golf Course.

XI. System Testing

Once installation is complete the contractor shall thoroughly flush all pipe before operating the new sprinkler internals. All sprinkler heads shall be cycled on and off to ensure proper operation. All part circle sprinklers shall be adjusted to irrigate the designed area per the Owner's Rep. All controllers will be tested for functionality of sprinkler operation and communication with the central controller and approved in writing and Certified Rain Bird System Startup as prepared by Certified Rain Bird Technician, and presented to the owner for acceptance.

To receive acceptance, any non functioning stations will need to be remedied by the contractor. If radio communication is determined to be weak in any specific course locations, additional antenna mast height might be deemed necessary and will be paid for as a unit price extra as identified and shown per the bid form. The central control shall run a complete cycle and diagnostic test to ensure all wire splices have been made correctly and all controllers and communication is working properly. Any and all malfunctions shall be recorded and reported back to the irrigation contractor for their addressing and correcting prior to final approval and acceptance.

XII. Final Punch List

The golf course representative shall perform a final punch list immediately after the installation is complete. It is the golf course representative’s responsibility to schedule a meeting with the contractor to review the final punch list so all outstanding issues can be resolved in a timely manner. After all punch list items are complete and successfully approved by the golf course representative, a final system communication and operation test will be conducted to see if the system functions properly. Each sprinkler must operate from the central controller and Freedom Radio. Any failures will be the responsibility of the contractor to remedy or repair while the one year warranty on workmanship is in effect.

XIII. Schedule of Upgrades

Task 1 - Central Upgrade: Furnish and Install the following:

Remove Existing Central, and MIM. Install New Central Equipment Cabinet. New Central Upgrade, Install Freedom and New MIM, Install Pump and Freedom Antennas, Connect all Required Central Grounding and Radio Antenna Surge Protection, and program central database for fully functional operation.

Task 2 - Controller Upgrade: Furnish and Install the following:

NINE HOLE COURSE:

Existing Controller Condition:

Action Required

Location:	Hole #1, Tee
Rain Bird Model:	Par 24
Station Count:	24
Wire Path:	Blue
Comm. Surge Protection:	MSP-1
Power Surge Protection:	AG-2401
Ground Reading:	95.5
Grounding:	Wire, Rod
Condition:	Fair

Consolidate this controller with one on Hole #1 Tee – 2 Nine Hole Course Below, and one on #1 Tee on 18 hole course. Combine all existing wires for both clocks into one new 64 station model Rain Bird PAR+ES 562S with one OSM-S.

Install New AG2401-3
Add Ground Plate and powerset Cadweld Wire to Ground Rod

	Hole #1, Tee
Location:	2
Rain Bird Model:	Par 16
Station Count:	15
Wire Path:	Blue
Comm. Surge	
Protection:	none
Power Surge	
Protection:	none
Ground Reading:	115
Grounding:	Wire, rod
Condition:	Fair

This controller gets removed and stations will be combined with Hole #1 Tee controller above.

	Hole #2,
Location:	Fwy
Rain Bird Model:	Par 24
Station Count:	16
Wire Path:	Green
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	damaged
Ground Reading:	no reading
	not
Grounding:	connected
Condition:	Damaged

Replace with new 16 station model Par+ES 162S with one OSM-S.

Add AG2401-3

Add Ground Plate and powerset

Cadweld Wire to Ground Rod

	Hole #3
Location:	
Rain Bird Model:	Par 16
Station Count:	16
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	AG-2401
Ground Reading:	no reading
	not
Grounding:	connected
Condition:	Fair

Install PAR+ES Retro Kit

Re-use AG2401

Add Ground Plate and powerset

Cadweld Wire to Ground Rod

General Cleaning and inspection

Location:	Hole #5
Rain Bird Model:	Par+ES
Station Count:	31
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	AG-2401
Ground Reading:	85
Grounding:	Wire, Rod
Condition:	Good

Keep this controller intact.

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General cleaning and inspection

Location:	Hole #6
Rain Bird Model:	Par 24
Station Count:	24
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	AG-2401
Ground Reading:	174
Grounding:	Wire, Rod
Condition:	Damaged Lid

Replace with new 24 station Rain Bird model Par+ES162S with one OSM-S.

Add AG2401-3
Add Ground Plate and powerset
Cadweld Wire to Ground Rod

Location:	Hole #9
Rain Bird Model:	Par+ES
Station Count:	37
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	none
Ground Reading:	72
Grounding:	Wire, Rod
Condition:	Good

Keep this controller intact.

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General cleaning and inspection

EIGHTEEN

HOLE COURSE:

Existing Controller Condition:

Location: Hole #1, Tee
Rain Bird
Model: Par 24
Station Count: 17
Wire Path: Blue
Comm. Surge
Protection: MSP-1
Power Surge
Protection: none
Ground
Reading: 119
Grounding: Wire, Rod
Condition: Fair

Action Required:

Consolidate this controller with 2 existing on Hole #1 Tee – 2 Nine Hole Course, Combine all existing wires for both clocks into one new 64 station model Rain Bird PAR+ES 562S with one OSM-S.

Add AG2401-3

Add Ground Plate and powerset Cadweld Wire to Ground Rod

Location: Hole #3, Tee
Rain Bird
Model: Par 24
Station Count: 18
Wire Path: Blue
Comm. Surge
Protection: none
Power Surge
Protection: none
Ground
Reading: 430
Grounding: Wire, Rod
Condition: Fair

Install PAR+ES Retro Kit

Add AG2401-3

Add Ground Plate and powerset Cadweld Wire to Ground Rod
General cleaning and inspection

Location: **Hole #3, Fwy**
Rain Bird
Model: Par+
Station Count: 20
Wire Path: Green
Comm. Surge
Protection: MSP-1

Power Surge
Protection: none
Ground
Reading: 114
Grounding: Wire, Rod
Condition: Fair

Consolidate this controller with one on Hole #7 Fairway, Install new Rain Bird model PAR+ES562S

Install AG-2401-3

Add Ground Plate and Powerset.
Cadweld existing Wire to Ground Rod.

Location: **Hole #4, Tee**
Rain Bird
Model: Par+ES
Station Count: 22
Wire Path: Green
Comm. Surge
Protection: MSP-1
Power Surge
Protection: none
Ground
Reading: 20.2
Grounding: Wire, Rod
Condition: Good

Existing Controller Remains Intact.

Add AG2401-3

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General Cleaning and inspection

Location: **Hole #7, Fwy**
 Rain Bird
 Model: Par+
 Station Count: 16
 Wire Path: Green
 Comm. Surge
 Protection: MSP-1
 Power Surge
 Protection: none
 Ground
 Reading: no reading
 Grounding: none
 Condition: Fair

This controller gets removed.
 Existing station wire gets consolidated into new controller for #3 Fairway.

Location: **Hole #8, Tee**
 Rain Bird
 Model: Par+
 Station Count: 24
 Wire Path: Green
 Comm. Surge
 Protection: MSP-1
 Power Surge
 Protection: none
 Ground
 Reading: 10.2
 Grounding: Wire, Rod
 Condition: Fair

Install PAR+ES Retro Kit

 Add AG2401-3

 Cadweld Wire to Ground Rod
 General cleaning and inspection

	Hole #10,
Location:	Tee
Rain Bird	
Model:	Par+ES
Station Count:	32
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	none
Ground	
Reading:	30.2
Grounding:	Wire, Rod
Condition:	Fair

This controller remains intact.

Add AG2401-3

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General cleaning and inspection

	Hole #11,
Location:	Tee
Rain Bird	
Model:	Par+
Station Count:	16
Wire Path:	Green
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	none
Ground	
Reading:	32
Grounding:	Wire, Rod
Condition:	Fair

Install new 24 station Rain Bird model PAR+ES162S and one OSM-S.

Add AG2401-3

Add Ground Plate and powerset
Cadweld Wire to Ground Rod

	Hole #13,
Location:	Fwy
Rain Bird	
Model:	Par+ES
Station Count:	16
Wire Path:	Green
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	none
Ground	
Reading:	32
Grounding:	Wire, Rod
Condition:	Good

Install PAR+ES Retro Kit

Add AG2401-3

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General cleaning and inspection

	Hole #14,
Location:	Fwy
Rain Bird	
Model:	Par+
Station Count:	24
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	none
Ground	
Reading:	125
Grounding:	Wire, Rod
Condition:	Fair

Install PAR+ES Retro Kit

Add AG2401-3

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General cleaning and inspection

Hole #15,	
Location:	Grn
Rain Bird	
Model:	Par+
Station Count:	22
Wire Path:	Green
Comm. Surge	
Protection:	none
Power Surge	
Protection:	AG2401
Ground	
Reading:	35
Grounding:	Wire, Rod
Condition:	Fair

Install PAR+ES Retro Kit

Re-use AG2401

Add Ground Plate and powerset
Cadweld Wire to Ground Rod
General Cleaning and inspection

Hole #16,	
Location:	Fwy
Rain Bird	
Model:	Par 24
Station Count:	21
Wire Path:	Blue
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	AG2401
Ground	
Reading:	90
Grounding:	none
Condition:	Damaged

Replace with new 24 station Rain Bird
model Par+ES 162S with one OSM-S

Install new AG-
2401-3

Add Ground Plate and powerset
Cadweld Wire to Ground Rod

	Hole #17,
Location:	Grn
Rain Bird	
Model:	Par 16
Station Count:	14
Wire Path:	Green
Comm. Surge	
Protection:	MSP-1
Power Surge	
Protection:	AG2401
Ground	
Reading:	305
Grounding:	Wire, Rod
Condition:	Fair

Replace with new 56 Station Rain Bird model PAR+ES562S and consolidate with existing controller on Hole 17 Green #2.

Install new AG-2401-3

Add Ground Plate and powerset Cadweld Wire to Ground Rod

Install H2904 Radio Kit and Install H60100 Antenna

Abandon wire path

Add AG2401-3

Add Ground Plate and powerset

Cadweld Wire to Ground Rod

General cleaning and inspection

	none
	Wire, Rod
Condition:	Fair

This controller gets removed, and station wire gets consolidated with Controller above.

	Driving Range#1
Location:	
Rain Bird	
Model:	Par+
Station Count:	15
Wire Path:	Green
Comm. Surge Protection:	MSP-1
Power Surge Protection:	none
Ground	
Reading:	40
Grounding:	Wire, Rod
Condition:	Fair

Install new 56 station Rain Bird model PAR+ES562S and Consolidate station wire with Driving Range #2 Controller

Add new AG2401-3

Add Ground Plate and powerset Cadweld Wire to Ground Rod

General cleaning and inspection

	Driving Range#2
Location:	
Rain Bird	
Model:	Par24
Station Count:	16
Wire Path:	Green
Comm. Surge Protection:	MSP-1
Power Surge Protection:	none
Ground	
Reading:	39
Grounding:	Wire, Rod
Condition:	Fair

This controller gets removed and station wires get consolidated with new Driving Range #1 Controller above.

Task 3 – Pump Station Upgrade:

Furnish and Install new Watertronics VFD control panel upgrade and pump communication antennas, cables and software at pump house and central location.

Task 4 – Controller Power Wire Improvement:

The Power Wire at the field controller power source will be separated into two distinct wire paths using separate #4/3 power wires spliced to the existing field wire outside the building, brought into the building and be re-wired and spliced as necessary, to connect each path to its own circuit breaker. The circuit breaker must also be grounded as per local and national electric codes. the Power Wire at the field controller power source will be separated into two distinct wire paths using separate #4/3 power wires spliced to the existing field wire outside the building, brought into the building and be re-wired and spliced as necessary, to connect each path to its own circuit breaker. The circuit breaker must also be grounded as per local and national electric codes

OTHER: Any questions regarding the bid can be emailed to ucbids@ucnj.org or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification.

BIDDER SIGNATURE PAGE

Rev. 9/20/05

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 **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.
3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).
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

SIGNATURE
CORPORATE SECRETARY

ADDRESS OF BIDDER

PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: _____

FAX: _____

EMAIL: _____

BY: _____
SIGNATURE

DATE

AFFIX CORPORATE SEAL

PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

CONSENT OF SURETY

Rev. 5/13/02

_____ (Hereinafter called Surety), organized and existing under the laws of the State of _____ and 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 American, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, herby certifies and agrees that if the contract for which the attached bid is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work or the supplying of certain materials, or both, as more particularly set forth in said bid and described for the purposes of this instrument as a bid for _____ to the **County of Union** and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance and will provide the Contractor with a bond in the amount of 100% of the award of contract.

NAME OF INSURANCE COMPANY

ADDRESS _____

SIGNATURE ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: Proof of authority of officers of Surety Company to execute this document must be submitted.

BUSINESS REGISTRATION

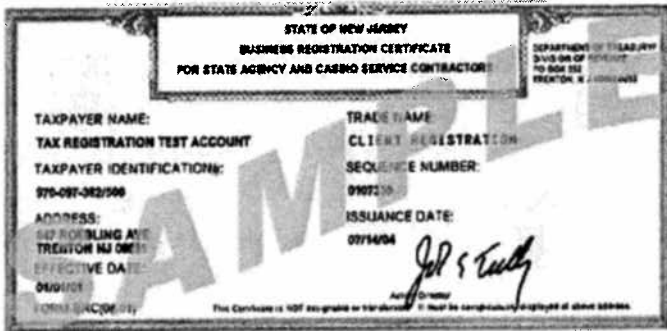
Mandatory Requirement

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

If subcontractors are named on the bid, proof of the business registration for each 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.

Proof of business registration shall be:

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



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:	
20041014112813533	

ATTACH BRC HERE

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Complete if the bidder/respondent is one of the 3 types of corporations:

Date Incorporated: _____ **Where Incorporated:** _____

BUSINESS ADDRESS:

Street Address _____ **City** _____ **State** _____ **Zip** _____
Code

Telephone # _____ **Fax #** _____

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Bidder is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day
of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

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 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 bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

Subscribed and sworn to before Me this _____ day of _____, 20_____.

(Original signature only; stamped signature not accepted)

Notary Public of the State of _____

My Commission expires _____

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

- 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

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

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 (AA201). 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 (AA201) 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 to Type Name and Title

Date

NAME OF BIDDER: _____

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. S12.101 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 therunto, 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, any 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 other 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 _____

NAME OF BIDDER: _____

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. 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
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8594
E-mail: contreg@dol.state.nj.us

(To be completed only when final payment is requested)

CONTRACTOR'S CERTIFICATION OF COMPLIANCE
NEW JERSEY PREVAILING WAGE ACT

TO: County of Union
2325 South Avenue
Scotch Plains, NJ 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: _____

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 field, 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.

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.

CHECK THIS BOX IF NON 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, the undersigned hereby lists the name or names of the following subcontractors:

Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Description of Work Subcontracted: _____

License No. _____

Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Description of Work Subcontracted: _____

License No. _____

Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Description of Work Subcontracted: _____

License No. _____

COPY THIS SHEET AS NECESSARY IF MORE THAN THREE (3) SUBCONTRACTORS.

NAME OF BIDDER: _____

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 subcontractor(s) listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A:11-16.

Witness

Name of Bidder

Date

Address

By: _____

Original Signature Only

Print Name

Title

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.

Give name of project, owner's name and address, contract person, and phone number, type of work when started and completed, and dollar amount of work.

Witness

Date

Name of Bidder

Address

By: _____
Original Signature Only

Print Name

Title

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

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY / _____)
Specify, if Other _____) SS:

County of _____)

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

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

NAME OF BIDDER: _____

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 if desires.

1. Name of Bidder

2. Permanent Main Office Address

3. When Organized?

4. If a Corporation, where Incorporated?

5. Number of years engaged in construction or contracting business under present firm or trade name?

6. Contracts on hand: (Show gross amount of each Contract and the appropriate dates of Completion)

7. General character of work performed by you: _____

8. Have you ever failed to complete any work awarded to you? _____

NAME OF BIDDER: _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

9. Have you ever defaulted on a Contract? _____ If so, complete details, including where and why?

10. List your major equipment available for this Contract. (Attach separate sheet if necessary)

11. Experience in the Construction work similar in importance to this Project.

12. 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.

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

14. Bank Reference (Name, Address, Phone, Representative) _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? _____

16. Bidder's telephone number, fax number and e-mail address.

17. NJDEP Certified Landscape Irrigation Contractor Certification #: _____

NAME OF BIDDER: _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

The undersigned, hereby authorized and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20_____.

Bidder Signature

Bidder (Print Name)

(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.

NAME OF BIDDER: _____

CONTRACTOR PERFORMANCE RECORD

How many years has your organization been in business as a Contractor under your present business name? _____

How many years experience in construction work has your organization had

(a) as a General Contractor? _____

(b) as a Subcontractor? _____

What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY

Have you ever failed to complete any work contracted to you? _____

If so, where and why? (Attach separate sheet if necessary)

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.

NAME OF BIDDER: _____

CONTRACTOR PERFORMANCE RECORD (Continued)

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experience, liens, claims and notices filed against contracts listed in preceding item "Performance Record".

CERTIFICATION

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

Name of Organization

Signature

Title

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

My Commission Expires _____, 20____

NAME OF BIDDER: _____

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 of 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.

Name of Contractor

By: _____
Signature of Authorized Representative

(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.

NAME OF BIDDER: _____

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE-CERTIFICATION

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

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

YES _____

NO _____

IF YES, PLEASE PROVIDE FULL, DETAILED EXPLANATION

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

YES _____

NO _____

IF YES, PLEASE PROVIDE FULL, DETAILED EXPLANATION

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

YES _____

NO _____

IF YES, PLEASE PROVIDE FULL, DETAILED EXPLANATION

NAME OF BIDDER: _____

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

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

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

(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.

NAME OF BIDDER: _____

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 & Telephone # of Party to be Contacted from Entity for Verification

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$ _____

Sworn and Subscribed to before me this _____ day of _____, 20_____

BIDDER:

Signature

Notary Public

Print Name

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

NAME OF BIDDER: _____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instruction 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.

NAME OF BIDDER: _____

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.

NAME OF BIDDER: _____

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.

Contractor

Attest:

By: _____

NAME OF BIDDER: _____

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 one-hundred-eighty (180) calendar days from the date of the notice to proceed.

I, _____ of _____
NAME (Print or Type) COMPANY

agree to complete work in the time frame specified, _____
SIGNATURE

SITE VISIT – GENERAL CONTRACTOR (if applicable)

I, _____ of _____
NAME (Print or Type) COMPANY

visited the site of the work on _____, _____
SIGNATURE

NAME OF BIDDER: _____

WARRANTY

Attach a copy or provide description of warranties.

NAME OF BIDDER: _____

TRAINING

Provide description of training.

NAME OF BIDDER: _____

COUNTY OF UNION
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addenda(s)

NAME OF BIDDER: _____



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 (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

	03/01/13	03/01/14
Journeyman (Mechanic)	W34.03 B18.79 T52.82	W0.00 B0.00 T54.32

Expiration Date: 02/28/2015

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	As Shown	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

Ratio of Apprentices to Journeymen - 1:4

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

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

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 in excess of 8 per day, hours before or after 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.

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

	02/19/13
Foreman	W44.67 B36.27 T80.94
Journeyman	W40.67 B34.75 T75.42

Expiration Date: 12/31/2013

Craft: Boilermaker APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	29.11	29.92	30.73	31.53	32.34	33.15	33.94			

Ratio of Apprentices to Journeymen - *

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

Craft: Boilermaker COMMENTS/NOTES

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

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

County - UNION

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

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

County - UNION

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	02/19/13
Mechanic	W27.27 B15.82 T43.09

Expiration Date: 12/31/2013

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 \$20,000.00).

OVERTIME:

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

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

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

County - UNION

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	11/01/12
Deputy Foreman	W41.25 B27.32 T68.57
Foreman	W44.25 B27.32 T71.57
Journeyman	W38.25 B27.32 T65.57

Expiration Date: 10/31/2013

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	3.72	4.65	5.12	5.58	18.11	19.29	20.49	21.68		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

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%, 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%, inclusive of benefits, 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%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, 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, and the first 2 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime, including hours in excess of 2 on Saturdays, shall be paid at time and one-half of the second shift 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 due to inclement weather, provided 24 hours or more hours are worked during the course of the week, Monday through Friday.
- 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.

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

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

County - UNION

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

	11/01/12
Foreman	W47.71 B26.71 T74.42
Journeyman	W41.49 B23.24 T64.73

Expiration Date: 04/30/2013

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
6 Months										
Benefit	56% of	Appren	tice	Wage	Rate		for all	intervals		

Ratio of Apprentices to Journeymen - 1:4

Craft: Carpenter

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 7:00 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.

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, Presidential Election

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

County - UNION

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: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/12
Foreman	W47.71 B26.71 T74.42
Journeyman	W41.49 B23.24 T64.73

Expiration Date: 04/30/2013

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	56%	of	Appren	tice	Wage	Rate		for all	intervals	

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

FOREMAN REQUIREMENTS:

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

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 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 wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage 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. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

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 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, Presidential Election

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

County - UNION

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: Cement Mason PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Expiration Date:

Craft: Cement Mason APPRENTICE RATE SCHEDULE

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

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: Dockbuilder

PREVAILING WAGE RATE

	12/06/12
Foreman	W47.00 B39.30 T86.30
Foreman (Concrete Form Work)	W47.00 B31.46 T78.46
Journeyman	W40.87 B39.30 T80.17
Journeyman (Concrete Form Work)	W40.87 B31.46 T72.33

Expiration Date: 04/30/2013

Craft: Dockbuilder

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	16.35	20.43	26.56	32.70						
Benefit	26.42	for all	intervals		Concrete	Form Work	Only -	Benefit=	20.90 all	intervals

Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder

COMMENTS/NOTES

CREOSOTE HANDLING:

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

HAZARDOUS WASTE WORK:

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

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

FOREMAN REQUIREMENTS:

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

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

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

County - UNION

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

	05/01/13
Foreman	W41.80 B18.60 T60.40
General Foreman	W43.70 B18.60 T62.30
Journeyman	W38.00 B18.60 T56.60

Expiration Date: 04/30/2014

Craft: Drywall Finisher APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.10	Intervals	4 to 6 =	10.78	Intervals	7 to 9 =	13.45	

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

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

	04/29/13
Master Technician/General Foreman	W48.93 B27.63 T76.56
Senior Technician/Lead Foreman (21-30 Workers on Job)	W44.79 B25.29 T70.08
Technician A/Foreman (11-20 Workers on Job)	W42.91 B24.23 T67.14
Technician B/Working Foreman (4-10 Workers on Job)	W41.02 B23.16 T64.18
Technician C/Journeyman (1-3 Workers on Job)	W37.64 B21.25 T58.89

Expiration Date: 10/31/2014

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

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	18.12	19.32	21.34	23.75	26.57	28.99	31.80	34.62		
Benefits	7.52	8.01	8.85	9.85	11.02	12.02	13.19	14.35		

Ratio of Apprentices to Journeymen - 2:3

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

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 4-29-13:

INTERVAL	PERIOD AND RATES									
6 Months	18.76	20.01	22.10	24.60	27.52	30.02	32.94	35.86		
Benefits	7.78	8.30	9.17	10.20	11.41	12.45	13.66	14.87		

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 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:

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

County - UNION

- 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 (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - UNION

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/04/12	06/03/13	06/02/14
Cable Splicer	W53.99 B30.21 T84.20	W55.34 B30.97 T86.31	W56.73 B31.75 T88.48
Certified Welder	W51.53 B28.84 T80.37	W52.83 B29.56 T82.39	W54.15 B30.30 T84.45
Equipment Operator	W49.08 B27.47 T76.55	W50.31 B28.15 T78.46	W51.57 B28.69 T80.26
Foreman (1-10 Journeyman workers on job)	W54.97 B30.76 T85.73	W56.35 B31.53 T87.88	W57.76 B32.32 T90.08
Foreman (11-20 Journeyman workers on job)	W56.44 B31.58 T88.02	W57.86 B32.38 T90.24	W59.31 B33.19 T92.50
General Foreman (21-30 Journeyman workers on job)	W57.91 B32.41 T90.32	W59.37 B33.22 T92.59	W60.85 B34.05 T94.90
General Foreman (31-60 Journeyman workers on job)	W62.82 B35.15 T97.97	W64.40 B36.04 T100.44	W66.01 B36.94 T102.95
Groundman	W29.45 B16.48 T45.93	W30.19 B16.90 T47.09	W30.94 B17.32 T48.26
Journeyman Lineman/Technician	W49.08 B27.47 T76.55	W50.31 B28.15 T78.46	W51.57 B28.86 T80.43
Sub-Foreman	W54.97 B30.76 T85.73	W56.35 B31.53 T87.88	W57.76 B32.32 T90.08

Expiration Date: 06/01/2015

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	60%	65%	70%	75%	80%	85%	90%			
1000 Hours										
Benefits	55.95% of	Journey	man	wage	+ \$.01					

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

County - UNION

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

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

FOREMAN REQUIREMENTS:

On jobs where there are 4 Journeymen, one shall be a Foreman. The following number of Foreman, General Foreman, Assistant General Foreman and Sub-Foreman shall be required with respect to number of Journeymen on site:

4-10 Journeymen (1 Foreman)

11-20 Journeymen (1 Foreman and 1 Sub-Foreman)

21-30 Journeymen (1 Foreman and 2 Sub-Foremen)

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, Thanksgiving Day and Christmas Day.

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

County - UNION

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.5% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

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

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

County - UNION

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	24.67	26.73	28.78	30.84	32.90	34.95	37.01			
Benefits	20.75	21.90	23.06	24.22	25.37	26.51	27.69			

Craft: Electrician-Utility Work (South)

COMMENTS/NOTES

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

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

County - UNION

Craft: Elevator Constructor

PREVAILING WAGE RATE

	03/17/13
Journeyman	W57.01 B28.38 T85.39

Expiration Date: 03/16/2014

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	24.75	30.36	35.88	41.40						
Benefits	22.95	23.34	24.13	24.92						

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

	03/17/13
Journeyman	W45.14 B28.23 T73.37

Expiration Date: 03/16/2014

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	24.75	24.08	28.46	32.84						
Benefits	22.87	23.26	24.03	24.81						

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

	05/01/13
Foreman	W44.94 B21.21 T66.15
General Foreman	W46.94 B21.45 T68.39
Journeyman	W40.94 B20.73 T61.67

Expiration Date: 04/30/2014

Craft: Glazier APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	6.34	Intervals	4 to 6 =	9.04	Intervals	7 to 9 =	11.33	

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

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 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

	09/19/12
Foreman	W48.52 B29.17 T77.69
General Foreman	W51.07 B30.28 T81.35
Journeyman	W47.24 B28.61 T75.85

Expiration Date: 09/18/2013

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	21.77	25.79	31.25	36.76						
Benefits	17.33	20.48	22.51	24.36						

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 8:00 AM and 4:30 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

	09/19/12
Foreman	W48.52 B29.17 T77.69
Material Handler	W24.18 B8.00 T32.18

Expiration Date: 09/18/2013

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 8:00 AM and 4:30 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: Ironworker PREVAILING WAGE RATE

	07/06/12
Rod Foreman	W39.74 B39.77 T79.51
Rod Journeyman	W36.74 B39.77 T76.51
Structural Foreman	W42.54 B39.77 T82.31
Structural Journeyman	W39.54 B39.77 T79.31

Expiration Date: 06/30/2013

Craft: Ironworker APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - 1:5 *

* 1:4 for rebar (reinforcing rod) work.

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.

SHIFT DIFFERENTIALS:

- 2nd Shift: 8 hrs pay for 7.5 hrs work, plus an additional 15% per hour.
- 3rd Shift: 8 hrs pay for 7 hrs work, plus an additional 20% per hour.
- To have a 2nd Shift, there must be a 1st Shift worked during the regular workday.
- To have a 3rd Shift, there must be a 2nd Shift.
- When an irregular shift is established, the rate shall be the regular rate plus \$10.00 per hour.
- All shift differential rates are inclusive of benefits.

OVERTIME:

- For the first three (3) hours in excess of 8 per day Monday through Friday, or before or after the regular workday, that are not shift work, and all hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of eleven (11) per day Monday through Friday and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

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

County - UNION

- Four 10-hour days may be worked, Monday 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 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. 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: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	02/12/13	12/01/13	12/01/14
Foreman	W31.92	W0.00	W0.00
	B22.87	B0.00	B0.00
	T54.79	T55.29	T55.79
Journeyman (Handler)	W28.37	W0.00	W0.00
	B22.87	B0.00	B0.00
	T51.24	T51.74	T52.24

Expiration Date: 11/30/2015

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	6 Months	60%	70%	80%	90%					
Benefits	21.22	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 between 6:00 AM and 6:00 PM.

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.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Good Friday, Easter, 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 - Building

PREVAILING WAGE RATE

	05/01/13
Class A Journeyman	W29.85 B23.37 T53.22
Class B Journeyman	W29.35 B23.37 T52.72
Class C Journeyman	W24.95 B23.37 T48.32
Foreman	W33.58 B23.37 T56.95
General Foreman	W37.31 B23.37 T60.68

Expiration Date: 04/30/2014

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%						
Benefit	20.37	20.37	20.37	20.37						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Building

COMMENTS/NOTES

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

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

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

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

SHIFT DIFFERENTIALS:

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

- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%.

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

County - UNION

- 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 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 15%, and the third shift shall receive the regular rate plus an additional 20%.
- 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 15%, and the third shift shall receive the regular rate plus an additional 20%.

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. 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, 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: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	70%	80%	90%						
Benefit	11.50	for	all	intervals						

Ratio of Apprentices to Journeymen - *

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

Craft: Laborer - Heavy & General

COMMENTS/NOTES

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

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

County - UNION

Craft: Millwright PREVAILING WAGE RATE

	11/01/12
Foreman	W48.62 B27.22 T75.84
Journeyman	W42.28 B23.67 T65.95

Expiration Date: 04/30/2013

Craft: Millwright APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefits	56% of	Appren	tice	Wage	Rate					

Ratio of Apprentices to Journeymen - 1:4

Craft: Millwright COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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

The regular workday shall consist of 8 hours, starting between 7:00 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.

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, Presidential Election

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

County - UNION

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: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	70%	80%	90%						

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer

COMMENTS/NOTES

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

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

County - UNION

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

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

Ratio of Apprentices to Journeymen - *

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

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

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

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

County - UNION

Craft: Painter - Bridges

PREVAILING WAGE RATE

	05/01/13
Foreman	W55.68 B22.62 T78.30
General Foreman	W58.18 B22.62 T80.80
Journeyman	W50.68 B22.62 T73.30

Expiration Date: 04/30/2014

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%			60%	65%		75%	85%	
6 Months										
Benefits	Intervals	1 to 2 =	8.13	Intervals	3 to 4 =	9.63	Intervals	5 to 6 =	11.13	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Bridges

COMMENTS/NOTES

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

FOREMEN REQUIREMENTS:

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

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

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

PREVAILING WAGE RATE

	05/07/13
Foreman (Charge Person)	W37.04 B13.19 T50.23
Helper (1st Year-2nd 6 Mos.)	W28.84 B13.10 T41.94
Helper (2nd Year)	W30.38 B13.13 T43.51
Helper (3rd Year)	W32.40 B13.14 T45.54
Journeyman	W36.54 B13.19 T49.73
Probationary Helper (1st-6 Mos.)	W25.77 B13.07 T38.84

Expiration Date: 06/30/2013

Craft: Painter - Line Striping

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

The first Painter on the job site must be designated as a Foreman.

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: Painter - New Construction

PREVAILING WAGE RATE

	05/03/13
Foreman	W40.94 B20.78 T61.72
General Foreman	W42.80 B21.01 T63.81
Journeyman	W37.22 B20.34 T57.56

Expiration Date: 04/30/2014

Craft: Painter - New Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	30%	40%	50%	60%	70%	75%	80%	85%	90%	
4 Months										
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

COMMENTS/NOTES

Spraying, sandblasting, lead abatement, work on tanks or stacks, 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, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Painter - Repainting

PREVAILING WAGE RATE

	05/03/13
Foreman	W31.41 B17.48 T48.89
General Foreman	W34.27 B25.50 T59.77
Journeyman	W28.56 B17.15 T45.71

Expiration Date: 04/30/2014

Craft: Painter - Repainting

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting

COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tank, or generating stations.

Spraying, sandblasting, lead abatement, work on tanks or stacks, 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.

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

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: Painter- Containment

PREVAILING WAGE RATE

	05/01/13
Journeyman	W31.37 B20.92 T52.29

Expiration Date: 04/30/2014

Craft: Painter- Containment

COMMENTS/NOTES

NOTE: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on new tanks and structural steel only.

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..

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: Painter- Structural Steel and Tanks (New Construction)

PREVAILING WAGE RATE

	05/01/13
Foreman	W44.21 B20.92 T65.13
General Foreman	W46.71 B20.92 T67.63
Journeyman	W39.21 B20.92 T60.13

Expiration Date: 04/30/2014

Craft: Painter- Structural Steel and Tanks (New Construction)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter- Structural Steel and Tanks (New Construction)

COMMENTS/NOTES

These rates apply to: All work in nuclear plants, on towers, on steeples, on dams, on hangers and open steel whether new or repaint. All new work in refineries, tank farms, water/sewerage treatment facilities and on pipelines, and tanks, including all elevated and water tanks, tank interiors and repaint of ground tanks over sixty (60) feet in height.

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.
- 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, 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: Painter- Structural Steel and Tanks (Repaint)

PREVAILING WAGE RATE

	05/01/13
Foreman	W35.31 B17.65 T52.96
General Foreman	W37.81 B17.65 T55.46
Journeyman	W30.31 B17.65 T47.96

Expiration Date: 04/30/2014

Craft: Painter- Structural Steel and Tanks (Repaint)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

Craft: Painter- Structural Steel and Tanks (Repaint)

COMMENTS/NOTES

These rates apply to: All repaint work in refineries, tank farms, water/sewerage treatment facilities and on pipelines and repainting of all other tanks.

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.
- 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, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Painter- Tender

PREVAILING WAGE RATE

	05/01/13
Tender	W18.50 B9.05 T27.55

Expiration Date: 04/30/2014

Craft: Painter- Tender

COMMENTS/NOTES

These rates apply to: The handling of all materials, manning of safety boats, handling of traffic controls, loading and unloading of trucks, cleaning of abrasive materials and other clean-up work.

NOTE: THIS WORK CLASSIFICATION SHALL ONLY APPLY IN SUPPORT OF THE FOLLOWING WORK CLASSIFICATIONS), Painter-Structural Steel and Tanks (New Construction), Painter-Structural Steel and Tanks (Repaint) and Painter-Bridges.

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.
- 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, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Paperhanger - New Construction

PREVAILING WAGE RATE

	05/03/13
Foreman	W41.93 B20.90 T62.83
Journeyman	W38.12 B20.44 T58.56

Expiration Date: 04/30/2014

Craft: Paperhanger - New Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
4 Months	30%	40%	50%	60%	70%	75%	80%	85%	90%	
Benefits	Intervals	1 to 3 =	8.00	Intervals	4 to 6 =	10.00	Intervals	7 to 9 =	11.00	

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

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: Paperhanger - Renovation

PREVAILING WAGE RATE

	05/03/13
Foreman	W32.20 B17.58 T49.78
Journeyman	W29.28 B17.23 T46.51

Expiration Date: 04/30/2014

Craft: Paperhanger - Renovation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	PAPER-	HANGER	NEW	CONSTR UC	TION				

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation

COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

FOREMEN REQUIREMENTS:

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

OVERTIME:

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

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

County - UNION

Craft: Pipefitter

PREVAILING WAGE RATE

	05/03/13
Foreman	W49.36 B35.63 T84.99
Journeyman	W45.61 B32.93 T78.54

Expiration Date: 04/30/2014

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	70%	80%					
Benefit	72% of	Appren	tice	Wage	Rate + .10	cents				

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 25% per hour.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

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.
- 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.

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

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

County - UNION

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

Expiration Date:

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

	05/06/13
Foreman	W52.24 B30.04 T82.28
General Foreman	W55.61 B30.04 T85.65
Journeyman	W48.36 B30.04 T78.40

Expiration Date: 04/30/2014

Craft: Plumber APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	11.52	16.91	18.38	19.87	21.34					

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

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

County - UNION

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

	08/06/12
Foreman	W34.77 B21.52 T56.29
Journeyman	W33.77 B21.52 T55.29

Expiration Date: 05/31/2015

Craft: Roofer APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	60%	70%	80%	90%				
Benefits	1.10	1.10	19.00	19.00	19.00	19.00				

Ratio of Apprentices to Journeymen - *

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

Craft: Roofer COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

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

OVERTIME:

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

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

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

County - UNION

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/01/13	10/01/13
Foreman	W31.25 B25.69 T56.94	W31.25 B26.69 T57.94
Journeyman	W30.00 B25.69 T55.69	W30.00 B26.69 T56.69

Expiration Date: 03/31/2014

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
1000 hours										
Benefits	8.98	10.09	11.22	12.33	13.80	14.94	16.09	17.23	18.38	19.52

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: Sprinkler Fitter

PREVAILING WAGE RATE

	07/01/12
Foreman	W57.90 B21.21 T79.11
Journeyman	W54.00 B21.21 T75.21

Expiration Date: 06/30/2013

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	1000 hours	9.50	11.25	25.20	27.78	30.36	32.94	35.52	38.10	40.68
Benefits	7.85	7.85	Full	Journey	man	Benefits	for	Intervals	3 to 10	

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

COMMENTS/NOTES

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

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:

Hours in excess of 8 per day, or before or after the regular workday that are not shift work, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

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.

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

County - UNION

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	01/01/13
Finisher	W44.00 B27.53 T71.53

Expiration Date: 06/30/2013

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	50%	55%	65%	70%	75%	85%	90%	95%		
750 Hours										

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

	01/23/13
Finisher	W40.29 B25.87 T66.16
Setter	W51.05 B29.01 T80.06

Expiration Date: 06/01/2013

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

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

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

	01/01/13
Tile Setter	W55.30 B27.58 T82.88

Expiration Date: 06/30/2013

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

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

	01/23/13
Grinder or Assistant	W44.78 B31.78 T76.56
Mechanic	W46.39 B31.79 T78.18

Expiration Date: 06/30/2013

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	65%	70%	75%	85%	90%	95%		

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

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

	11/01/12
Bucket, Utility, Pick-up, Fuel Delivery trucks	W33.85 B27.43 T61.28
Dump truck, Asphalt Distributor, Tack Spreader	W33.85 B27.43 T61.28
Euclid-type vehicles (large, off-road equipment)	W34.00 B27.43 T61.43
Helper on Asphalt Distributor truck	W33.85 B27.43 T61.28
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W33.85 B27.43 T61.28
Straight 3-axle truck	W33.90 B27.43 T61.33
Tractor Trailer (all types)	W34.00 B27.43 T61.43
Vacuum or Vac-All truck (entire unit)	W33.85 B27.43 T61.28
Winch Trailer	W34.10 B27.43 T61.53

Expiration Date: 04/30/2013

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.

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

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

County - UNION

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): + \$2.25 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: + \$2.25 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election 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: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/01/12
Driver	W22.90 B10.17 T33.07

Expiration Date: 05/30/2016

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 Sundays shall be paid at two and one-half times the hourly rate. All hours on 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, Presidential Election 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

Expiration Date:

Craft: Welder

COMMENTS/NOTES

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